

	Eskom Holdings SOC Ltd Reg. No 2002/015527/30 General Conditions of Purchase	Unique Identifier	240-59385009
		Revision	Rev. 1
		Revision Date	April 2018
		Group Technology & Commercial	

1. **GENERAL:** Eskom Holdings SOC Ltd (hereinafter referred to as 'Eskom') and the Supplier enter into an order/contract (hereinafter referred to as the 'agreement') on these conditions to supply the goods or execute the works/services as described in the agreement. The agreement means the order documents, the General Conditions of Purchase, any specifications, schedules or drawings approved by Eskom relative to the order.
2. **CONDITIONS:** These conditions form the basis of the contract between Eskom and the Supplier. Where the Supplier/Tenderer does not indicate the non-acceptance of these conditions of contract it will be deemed to be accepted by the supplier. Notwithstanding anything to the contrary in any document issued or sent by the Supplier, these conditions apply except as expressly agreed in writing by Eskom. No servant or agent of Eskom has authority to vary these conditions orally.
3. **PRICE AND PAYMENT:** The prices or rates for the items stated in the agreement may include an amount for price adjustment, which is calculated in accordance with the formula stated in the agreement. The Supplier may be paid in a currency other than South African Rand. One exchange rate shall be used to convert from this currency to South African Rand (ZAR). Payment to the Supplier in this currency other than ZAR shall not exceed the amounts stated in the agreement. Eskom's CPA (IG) form must be duly completed by the Supplier. Eskom will pay for the item within 30 days after receipt of a correct Tax invoice. Eskom's VAT registration number (4740101508) has to appear on the tax invoice, before any payment will be made, as from 1 June 2004.
4. **DELIVERY AND DOCUMENTS:** 'Delivery' means delivery of goods or completion of work (if any) in compliance with the terms and conditions of the agreement at the point of delivery/site specified in the agreement on or before the date stated in the agreement. Late deliveries of the goods or late completion of the works/services may be subject to a penalty as stated in the agreement. No payment shall be made if the Supplier does not provide the goods/services/works as stated in agreement. Where goods are to be delivered:
 - the Supplier shall clearly mark the outside of each consignment or package with the Supplier's name and full details of the destination in accordance with the order and include a packing note stating the contents thereof;
 - Send to Eskom at the address for delivery of the items, an advice note specifying the means of transport, weight, number or volume as appropriate and the point and date of dispatch;
 - Send to Eskom a detailed Tax invoice after delivery of the goods or after completion of the works/services, and
 - State on all communications in respect of the agreement the agreement number.
 - State in his tender whether delivery cost is included in the price, if not, it will be deemed to be included.
5. **CONTAINERS / PACKING MATERIAL:** Unless otherwise stated in the agreement, no payment shall be made for containers or packing materials or their return to the Supplier.
6. **ACCEPTANCE:** The goods/works/services shall at all times be subject to the approval of Eskom, who may inspect and/or test the materials as well as the workmanship at any stage of the work. Should Eskom fail to notify the Supplier of its acceptance, it shall be deemed Eskom accepted the goods/works/services.
7. **RISK:** Risk shall pass to Eskom upon proof of delivery and acceptance of the goods/works/services, to the correct destination in accordance with the agreement.
8. **OWNERSHIP:** Ownership in the goods/works/services shall pass to Eskom upon payment thereof or as otherwise stated in agreement.
9. **REJECTION:** If the Supplier fails to comply with his obligations under the agreement, Eskom may reject any part of the goods by giving written notice to the Supplier specifying the reason for rejection and whether replacement of goods or re-work is required.
 - In the case of goods delivered, Eskom may return the rejected goods to the Supplier at the Supplier's risk and expense. Any money paid to the Supplier in respect of the goods not replaced within the time required, together with the costs of returning rejected goods to the Supplier and obtaining replacement goods from a third party, shall be paid by the Supplier to Eskom.
 - In the case of works/services, the Supplier shall correct non-conformances/defects as indicated by Eskom. If the supplier delays to correct the non-conformance/defect, Eskom may have the non-conformance/defect corrected by a third party at the Supplier's costs.
10. **INDEMNITY:** The Supplier indemnifies Eskom against all actions, suits, claims, demands, costs, charges and expenses arising from the negligence, infringement of intellectual or legal rights or breach of statutory duty of the Supplier, his subcontractors, agents or servants or the rights of others, or from the Supplier's defective design, materials or workmanship.
11. **WARRANTY:** Without prejudice to any other rights of Eskom under these conditions, the Supplier warrants that the goods/works/services are fit for the purpose for which they are intended and that they will remain free from defects for a period of one year (unless otherwise stated in the agreement) from acceptance. If a defect/non-conformance is found with the goods/works/services within this period, the Supplier shall rectify the defect/non-conformance within an agreed time period, free of cost to Eskom. The Supplier shall use reasonable skill and care to provide the goods/ works/services as described in the contract.
12. **ASSIGNMENT AND SUBCONTRACTING:** Neither party hereto may cede or delegate any of its rights and obligations to any person without the written consent of the other or sub-contracting by the Supplier. Notwithstanding this, Eskom may on written notice to the other party cede and delegate its rights and obligations under this agreement 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 restructuring.
13. **STATUTORY REQUIREMENTS:** The Supplier shall adhere to all statutory requirements relevant to the agreement which is governed by The law of the RSA and the parties hereby submit to the jurisdiction of the SA courts.
14. **BREACH:** Subject to clause 15 (fifteen) hereof, should either party breach any condition of the agreement and fail to rectify or remedy the default, and after written notice given by the non-defaulting party, the latter shall be entitled to terminate the agreement.
15. **TERMINATION:** Eskom may terminate at any time (without prejudice to any right of action or remedy which has accrued or thereafter accrues to Eskom) if the Supplier defaults in due performance of the agreement, or becomes bankrupt or otherwise is, in the opinion of Eskom, in such financial circumstances as to prejudice the proper performance of the agreement.
16. **ETHICS:** Eskom is committed to the highest standard of ethical behavior and expects the same from all our suppliers.
17. This constitutes the entire agreement between Eskom and the Supplier and no addition to or variation of the agreement shall be of any force and effect unless done in writing and signed by both parties.

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		Review Date	January 2030		

General	1.	
Parties	1.1	Eskom shall conduct the tender process in a manner that is fair, equitable, transparent, competitive and cost-effective. The Eskom <i>Representative</i> and each tenderer that submits a tender shall act timeously and ethically.
Interpretation	1.2	Terms in italics vary for each tender. The details of each term in italics are identified in the Tender Data.
Tender documents	1.3	The Invitation to Tender documents comprises the Invitation to Tender <i>documents</i> (including any annexures thereto) and/or any <i>additional requirements</i> that have been stated in the Tender Data. Documents that a tenderer is required to provide may form part of any contract that arises from this Invitation to Tender if so, stated in the Tender Data. However, these Standard Conditions of Tender and the Tender Data shall not form part of any contract arising from this Invitation to Tender.
Type of Invitation to Tender	1.4	An <i>open Invitation to Tender</i> will be advertised on <i>Eskom's Tender Bulletin</i> and National Treasury (NT) e-Tender Portal and in any other media if so required. A <i>closed Invitation to Tender</i> , also known as <i>procurement from multiple sources</i> , will be sent directly to specific tenderers that Eskom has identified. A sole source and a single source are regarded as a tenderer that meets the requirements stated in the Eskom Procurement and Supply Chain Management Procedure 32-1034. Any addenda to an issued Invitation to Tender will be published or issued in the same way as the Invitation to Tender was and will form part of the Invitation to Tender documents.
Communication	1.5	Every communication between Eskom and a tenderer shall be made to or from the <i>Eskom Representative</i> only, in writing, and in a format that can be read, copied and recorded. 'In writing' means hand-written, typed, type-written, printed or electronically made, and that results in a permanent record. Communication shall be in the English language. Eskom takes no responsibility for non-receipt of communications from or by a tenderer.
Eskom's rights to accept or reject any tender	1.6	Eskom may accept or reject any variation, deviation or <i>alternative tender</i>. Eskom reserves the right to accept the whole or any part of the tender. Eskom may cancel the tender at any time before a contract has been concluded and will give written reasons for the cancellation upon written request to do so. If the tender has been cancelled or if Eskom has rejected all tenders due to non-compliance with any thresholds or requirements, Eskom may abandon the proposed goods, work and/or services, or have them performed in any other manner, or re-issue a similar invitation to tender. Eskom, its subsidiaries, shareholders, advisors, directors, employees, and representatives including the <i>Eskom Representative</i> shall not be liable for any losses, claims or damages of whatsoever nature or howsoever arising that may be sustained by a tenderer or any other person as a result of its participation in the tender or from any amendment, termination or suspension of the process set out in the Invitation to Tender or from its exclusion from participating in the tender process at any point.
Eskom's right to negotiate	1.7	Eskom reserves the right to enter into mandated negotiations with any, one or more selected tenderer(s) in accordance with Eskom's approved procurement policies and procedures.

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- Disclaimer regarding accuracy of tender documents** 1.8 While Eskom takes all reasonable measures to ensure that all information contained in the tender documents is correct and complete, Eskom does not, however, make any representations or warranties, express or implied, as to the accuracy or completeness of such information and Eskom expressly disclaims any, and all liability for such representations, warranties or statements.
- Tenderer's Obligations** 2. The tenderer shall comply with the following obligations when submitting a tender and shall:
- Eligibility** 2.1 Submit a tender only if the tenderer (whether a single company or an incorporated or unincorporated joint venture or consortium) complies with the eligibility criteria stated in the Tender Data and the tenderer, or any of its principals, is not under any restriction to do business with Eskom or State-Owned Companies. Tenderers that Eskom finds to be ineligible will be disqualified.
- Tenderers are not permitted to sub-contract 100% of the scope of work (SOW). Any tender that is based on 100% sub-contracting will be deemed ineligible and will be disqualified.
- Tender closing time** 2.2 Ensure that Eskom has received the complete original tender and one (1) complete hard copy of the original tender at the *address* and in the tender box *or e-mail address* specified in the Tender Data by no later than the *closing date and time for tender submission*. Proof of posting or of courier delivery does not equate to proof of delivery. Eskom will not accept a tender submitted by e-mail unless stated otherwise in the Tender Data.
- For E-tendering the tenderer must upload and finalize the tender via Eskom Tender bulletin site on the Eskom E- tendering page by no later than the *closing date and time for tender submission*.
- It remains the sole responsibility of the tenderer to ensure that the documents (PDF/Excel) are submitted and accessible for downloading/evaluation without any challenges as well as they are not corrupt or unreadable. It is the tenderer's responsibility to ensure that their tenders documents are submitted/uploaded, and the submission is finalised before the closing date and time
- For E-tendering tenderers are not permitted to deposit a tender into the Eskom tender box only electronic submission via the Eskom Tender bulletin site on the Eskom E- tendering page will be accepted.
- 2.3 Any reference to time will mean South African Standard Time (SAST), i.e. GMT+2 hours.
- The Tender Officer ensures that the clock at the tender office is synchronised with the Telkom time signal before the closing time. Within Eskom's tender documentation, any reference to time will mean South African Standard Time (SAST).
- The *closing time* at the address and in the tender box will be determined by using the Telkom time signal, as available over the telephone. This time will be strictly adhered to.
- For e-tendering any reference to time mean South African Standard Time (SAST).
- 2.4 Accept that if Eskom extends the *closing date and time for tender submission* for any reason, the requirements of these Standard Conditions of Tender apply equally to the extended *closing date and time for tender submission*. In the case of an open tender, tenderers are required to visit the *Eskom Tender Bulletin* and NT e-Tender Portal regularly to ensure they keep abreast of any changes to the *closing date and time for submission* and of amendments and addenda to the Invitation to tender,

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- 2.5 Any tenders that have not been placed in the tender box or have not been received by Eskom in the manner stipulated in the Tender Data at the *closing date and time for tender submission* will be considered to have been received late. No late tender will be accepted.

Accept that Eskom will not assume any responsibility for the misplacement or premature opening of the tender if the outer package is not sealed or the *address* and *references* are marked incorrectly.

The E-tendering system will not allow tenderers to change/finalize and submit their submission after the *closing date and time for tender submission*. No late tender will be accepted.

Without limitation, Eskom takes no responsibility for any delays in any courier or postal system or any delays in transit of tenders or for tenders delivered to a location other than the tender box at the tender office stated in the Tender Data.

For E-tendering Eskom will not assume any responsibility for tender not finalised before the *closing date and time for tender submission*, and references that are marked incorrectly. Without limitation, Eskom takes no responsibility for any network issue or delays in uploading of documents on the suppliers' side.

Eskom employees are not permitted to deposit a tender into the Eskom tender box on behalf of a tenderer.

- Cost of tendering** 2.6 Accept that Eskom will not compensate the tenderer for any costs incurred in the preparation and submission of a tender, including the costs of any testing necessary to demonstrate that aspects of the tender satisfy the evaluation criteria, or the negotiation of any contract.

- Submitting a tender** 2.7 Check the *Invitation to Tender documents* on receipt and notify the *Eskom representative* of any discrepancy or omitted documents. The Acknowledgement Form must be completed and submitted with the tender and must clearly state if the tender is for the whole or part of the works, services or supply identified in the specification and/or works information by Eskom

- 2.8 Return the *mandatory tender returnables* to Eskom for evaluation purposes by tender the *closing date and time for tender submission*, and *tender returnables* that are required for contract award before contract award. All documents returned (including all forms data and schedules) must, without exception, have been completed. Where any certificate, document, proof of registration or the like is required to be submitted as a *mandatory* or *other tender returnable*, the tenderer must ensure that Eskom is placed in possession of a valid, current and, where stipulated, original document for the entire duration of the *tender validity* period.

- 2.9 Submit a complete original tender in paper form, plus one (1) complete copy of the original tender, also in paper form, at the *closing date and time for tender submission*. If an original tender is not submitted at all, or a copy of the original tender is not submitted at all, the tenderer will be disqualified.

Eskom may also request that an additional copy of the original tender is submitted in an electronic format.

For E-Tendering submit the tender via Eskom Tender bulletin site on the Eskom E-tendering page. These tenders must be submitted in English. Tenders must be submitted in English. Written tenders must be completed in ink and may not be completed in pencil. In writing' means hand-written, typed typed-written, printed or electronically made, and that results in a permanent record.

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- 2.10 Sign the original tender. Eskom will hold the signatory named as the person duly authorised to sign the tender on behalf of the tenderer liable for the tender.

For E-Tendering, sign the electronic tender. Eskom will hold the signatory named as the person duly authorised to sign the tender on behalf of the tenderer, liable for the tender.

- 2.11 Submit the original tender and the copy in paper format as separate packages/envelopes marking them as "ORIGINAL" and "COPY". If an additional electronic copy was required to be submitted, it must be packaged separately and marked "ELECTRONIC COPY".

Each separate package shall, on its outside, state the relevant Eskom address given as the address at which tenders must be submitted, the Invitation to Tender number stated in the Tender Data, the tenderer's name, physical address for tenderer, email address and contact telephone number for the duly authorized representative who signed the tender on tenderer's behalf.

Seal the separate packages (containing the original tender and copies) together in an outer package that states on the outside that it is "Confidential" and further states the relevant Eskom address given as the address at which tenders must be submitted, the Invitation to Tender number stated in the Tender Data, the tenderer's name, physical address for tenderer, email address and contact telephone number for the duly authorized representative who signed the tender on tenderer's behalf.

For E-Tendering the Tender documents should be updated in the relevant folders, Technical, Commercial and Financial as indicated on e-tendering page.

Tender validity

- 2.12 Hold the tender(s) valid for acceptance by Eskom at any time within the *validity period* after the *closing date and time for tender submission*. Extend the *validity period* for a specified additional period if Eskom requests the tenderer to do so. A tenderer that agrees to extend the validity of its tender will not be required or permitted to modify its tender. A tenderer that does not agree to extend the validity of its tender will be excluded from further consideration. Tenderers will be requested to extend the validity of their tenders until a contract(s) have been concluded with one or more tenderers. A request that a tenderer extend the validity of its tender is not a representation that the tender is an acceptable tender or that Eskom will seek to negotiate or conclude a contract with the tenderer. If the validity of tenders expires before contracts have been concluded, the procurement process is deemed to have concluded without an award.

Confidentiality and copyright of documents

- 2.13 Treat as confidential all matters that arise in connection with the procurement. Use and copy the documents provided by Eskom only for the purpose of preparing and submitting a tender in response to this Invitation to Tender.

Standardised specifications and other publications

- 2.14 Obtain and familiarise themselves with, if required for the purposes of submitting a tender, the latest revision of standardised specifications and/or other documents that have been incorporated by reference into the *Invitation to Tender documents* by reference.

Site visit and / or clarification meeting

- 2.15 Tenderers must attend a *site visit and/or clarification meeting* that is stipulated as being compulsory in order to familiarise themselves with the proposed work, services, supply, location or similar. Failure to attend a clarification meeting or site visit that is identified as compulsory will result in disqualification from participation.

Details of the meeting(s) are stated in the Tender Data. Tenderers are entitled to ask questions for clarity in the course of a site visit or clarification meeting.

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- Seek clarification** 2.16 While preparing their tenders and prior to submission, tenderers are entitled to seek clarification in respect of the Invitation to Tender *documents*. A request for clarification or query must be addressed, in writing, to the Eskom *Representative* identified in the *Invitation to Tender document*. No request or query may be addressed to any other Eskom official other than the *Eskom Representative*.
- Eskom will publish all requests for clarification and queries received (without divulging the tenderer's name), together with its responses, on the platform/s on which the tender was advertised.
- A request for clarification or query must allow Eskom a reasonable time to respond, and a reasonable time for tenderers to make consequential adjustments to their tenders before the *closing date and time for submission*.
- In writing' means hand-written, typed, type-written, printed or electronically made, and that results in a permanent record.
- Insurance** 2.17 The extent (if any) of insurance provided by Eskom may not be for the full cover required in the *conditions of contract*. The tenderer is advised to seek qualified advice regarding insurance.
- Pricing the tender** 2.18 Include in the rates, prices, and the tendered total of the Prices all duties, taxes (including VAT), and other levies payable by the tenderer if successful. Such duties, taxes and levies are those applicable 14 (fourteen) days prior to the *closing date and time for tender submission*.
- 2.19 Provide rates and Prices that are fixed for the duration of the contract and are not subject to contract price adjustment except as provided for in the Invitation to Tender.
- 2.20 State the rates and Prices in South African Rand unless instructed otherwise in the Invitation to Tender. The selected *conditions of contract* may provide for part payment in other currencies. Therefore, submit Rates/Prices in Rands in accordance with the exchange rate and base date as stipulated in the Invitation to tender.
- Alterations to documents** 2.21 May not make any alterations or additions to the *tender documents*, other than for purposes of complying with instructions issued by the *Eskom Representative* or if necessary to correct errors made by the tenderer. All such alterations shall be initialed by all signatories to the tender. Corrections may not be made using correction fluid, correction tape or the like.
- Alternative tenders** 2.22 Submit alternative tenders only if a main tender is also submitted, and only if the submission of alternative tenders is permitted by the Invitation to Tender. Accept that an alternative tender may be based only on the *criteria* stated in the Tender Data.
- Clarification and correction of Prices after tender submission** 2.23 Provide clarification and documents as may be required by the *Eskom Representative* during the evaluation of tenders. However, documents identified as mandatory tender returnables that are required to be submitted at the *closing date and time for tender submission* will not be requested and may not be submitted after the *closing date and time*. A clarification that requires the tenderer to provide a breakdown of its tendered rates or Prices may not result in changes to prices or the substance of the submitted tender, except as required by the *Eskom Representative* to confirm the *correction of arithmetical errors* discovered during evaluation. The total of the Prices as corrected by Eskom with the concurrence of the tenderer shall be binding upon the tenderer.

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Sign Form of Agreement	2.24	Undertake to check the final draft of the contract provided by the <i>Eskom Representative</i> and to sign the contract documents.
Proof of authority to act as agent	2.25	Where an agent submits a tender on behalf of a principal, an authenticated copy of the authority to act as an agent of the tenderer must be submitted as a <i>tender returnable</i> .
Compliance with relevant legislation (NT instructions, CIDB, PPPFA etc)	2.26	Comply with relevant legislation and regulatory instruments such as Instruction Notes issued by National Treasury, CIDB Regulations for construction works; materials designated for local content and/or production by the dtic, PPPFA Regulations; Amended B-BBEE Codes, COIDA; OHS Act; Eskom's requirements for Safety, Health, Environment and Quality (SHEQ) and any other applicable legislation or regulatory instruments indicated in the Invitation to Tender.
Proof of Safety, Health, Environment and Quality requirements	2.27	Tenderers are required to provide proof to the satisfaction of Eskom that safety, health, environmental and quality (SHEQ) systems, policies and capabilities are in place at the <i>closing date and time for tender submission</i> stipulated in the <i>Invitation to Tender</i> and/or <i>Contract Award</i> . All costs and personnel associated with SHEQ must be reflected in the tender.
CIDB	2.28	Where the Tender Data has stipulated CIDB grading/s as a qualification criterion, tenderers are required to be registered with the Construction Industry Development Board at the <i>closing date and time for submission of tenders</i> or to be capable of being so registered within twenty-one (21) working days from the <i>closing date and time for submission of tenders</i>. Where CIDB is applicable; proof of registration on CIDB is mandatory at the <i>closing date and time for tender submission</i>. Should this not be received as stipulated in the Invitation to Tender; the tender will be disqualified. However, in the event that, at the <i>closing date and time for tender submission</i>, only proof of application for registration on CIDB is available, then this must be submitted by the <i>closing date and time for tender submission</i>, while the actual proof of CIDB registration (printout from CIDB database) must be submitted by contract award
Contract Skills Development Goals (CSDG)	2.29	If the tenderer is awarded a contract, it, as <i>Contractor</i>, shall achieve in the performance of the contract the Contract Skills Development Goals (CSDG) established in the CIDB Standard for Developing Skills through Infrastructure Contract (published in GN 1779, <i>Government Gazette</i> No. 48481 of 28 April 2023) CSDG is applicable to a contract, or an order issued in terms of a framework agreement that has a duration of 12 months or more, and to: - a contract of R5 million or more, in the case of a professional service or service contract or an order issued in terms of such a contract; or - a CIDB grading designation of grade 7 or higher, in case of an engineering and construction works, or design and build contract or an order issued in terms of such a contract.
Contract Participation Goals (CPG)	2.30	The <i>Contractor</i> shall achieve in the performance of the contract the Contract Participation Goals (CPG) relating to the engagement of targeted enterprises as established in the CIDB standard for indirect targeting for enterprise development through Construction works contracts (published in <i>Government Gazette</i> No. 36190 of 25 February 2013). The requirements of a contract participation goal relating to the engagement of targeted enterprises as established in the aforesaid standard applies to: - construction works contracts in the General Building (GB) and to Civil Engineering (CE) classes of construction works; - construction works contracts of an estimated minimum project duration of 6 months; and

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construction works contracts in which at least 25% of the main contract could reasonably be expected to be subcontracted out in one or more of the following CIDB classes of construction works:

- Civil Engineering (CE)
- Electrical Engineering Work (EB)
- General Building Works (GB)
- Mechanical Engineering (ME)

- 2.31 Eskom may disqualify a tender if it is found that the tenderer has misrepresented or falsified any information, certificate, affidavit or document. Eskom will report any fraud in relation to a tenderer's B-BBEE certificate/affidavit, or evidence of 'fronting' as defined in the B-BBEE Act 53 of 2003, as amended, to the B-BBEE Commission. The tenderer will be suspended from business with any State-Owned Company for up to 10 years and may even be sentenced to jail.
- 2.32 Tenderers are also required to complete fully and submit the SDL&I Undertaking (annexure to the Invitation to Tender) by no later than contract award. If the SDL&I Undertaking is not completed and submitted as indicated in the Invitation to Tender, the tender will not be considered for contract award.

Cataloguing

- 2.33 The successful tenderer may be required to provide the cataloguing information per item after contract award and will need to ensure that all materials delivered to Eskom are labelled in line with Eskom's labelling specifications as may be stipulated by Eskom. Where cataloguing is a requirement, the Pricing Schedule must also include a line item for cataloguing, which tenderers are required to quote for. Eskom will pay for the cataloguing.

Provision of Security for Performance

- 2.34 To the extent that the provision of security for performance is a requirement, the tenderer must indicate the names of a minimum of two (2) financial institutions that the tenderer is likely to approach in order to obtain the required form of security. Eskom reserves the right to reject the financial institution if found not to be suitable

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Eskom's Obligations

3. Eskom shall comply with the following obligations: -

Respond clarification

- 3.1 Respond to a request for clarification that Eskom receives before the *closing date for clarification or queries*. Eskom's responses will be published to all tenderers in the same manner the Invitation to Tender *documents* were issued. It is the tenderers' responsibility to check the Eskom Tender Bulletin and NT e-Tender Portal regularly for updated responses to clarifications.

Issue Addenda

- 3.2 If necessary and prior to the *closing date and time for tender submission*, amend, amplify, or add to the Invitation to Tender *documents* by way of Addenda published in the same platform that the Invitation to Tender was issued. It is the tenderers' responsibility to check the Eskom Tender Bulletin and NT e-Tender Portal regularly for Addenda.

If a tenderer applies for an extension to the *closing date and time for tender submission* in order to take account of the Addenda in preparing its tender, Eskom may grant such an extension and shall publish the extension.

Return late tenders

- 3.3 Return tenders received after the *closing date and time for tender submission* unopened to the tenderer. Tenders will be deemed to be late if they are not received in the designated tender box or at the date and time stipulated as the *closing date and time for tender submission*.

The E-tendering system will not allow tenderers to change/finalize and submit their submission after the *closing date and time for tender submission*. No late tender will be accepted.

Tender opening

- 3.4 Open the tenders in the presence of the tenderers' representatives who choose to attend the tenders' opening at the time and place stated in the Tender Data. Tenders for which a notice of withdrawal has been submitted will not be opened.

For E-tendering. There will be no public opening of tenders. Tenders will be downloaded electronically. The *Eskom Representative* will publish the names of all tenderers received on the Eskom Tender Bulletin and NT e-Tender Portal.

Tender Prices

- 3.5 Eskom will announce the names of the tenderers. Prices may be announced if so, stated in the Tender Data.

Non-disclosure

- 3.6 Unless required by law, Eskom will not disclose information relating to the evaluation and comparison of tenders and recommendations for the award of a contract to tenderers or to any other person not officially concerned with the tender process until after the tender award.

Grounds for rejection

- 3.7 Reject a tender if Eskom establishes that there is proof that the tenderer influenced the processing of tenders or the awarding of the contract, the existence of collusion and/or bid rigging, and/or that the tenderer has participated in any fraudulent/illegal activity in connection with the *Invitation to Tender*.

Clarification of a tender

- 3.8 Obtain clarification from a tenderer in respect of any matter in the tender that may not be clear or that could give rise to ambiguity in a contract arising from this tender if the matter were not to be clarified. A document that the Invitation to Tender identifies as a mandatory tender returnable that is required to be submitted at the *closing date and time for tender submission* will not be requested, but Eskom may seek clarity on it.

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	Eskom Standard Conditions of Tender	Document Identifier	240-62044728	Rev	12
		Effective Date	01 February 2025		
		Review Date	January 2030		

Basic Compliance	3.9	Determine before detailed evaluation, whether each tender received meets the <i>basic compliance</i> requirements stated in the Invitation to Tender. A tenderer's failure to comply with the <i>basic compliance</i> requirements will render the tender non-responsive. A tenderer's failure to have submitted an original tender in paper form or to have submitted a copy of the original, also in paper form, will result in its disqualification from further evaluation. Tenderers will not be permitted to provide a copy of the original tender after the <i>closing date and time for tender submission</i>. For E-Tendering, a tenderer's failure to have submitted/uploaded tender documents will render the tender non-responsive.
Mandatory tender returnables	3.10	A tender that does not contain the mandatory documents or information stipulated in the Invitation to Tender by the required <i>closing date and time for tender submission</i> will be disqualified from further evaluation.
Pre-Qualification Criteria	3.11	Tenderers, who comply with the basic compliance and mandatory tender returnables, are required to comply with Pre-Qualification criteria, if stipulated in the Invitation to Tender. It must be noted that Eskom will not measure a criterion twice in the different evaluation phases, as this is regarded as 'double dipping'.
Designated materials and thresholds	3.12	Tenderers are also required to submit information on designated material and thresholds no later than contract award. If this information is not completed and submitted as indicated in the Invitation to Tender, your tender will not be considered for contract award
Functionality requirements	3.13	If functionality is a criterion, tenderers will be scored against the functionality criteria and will be required meet the minimum threshold stated in the Tender Data to proceed to further evaluation.
Financial analysis (if applicable)	3.14	Eskom has to determine the risk of doing business with a supplier who may pose a financial risk to Eskom in the execution of the contract. During evaluation of a tenderer's financial statements, Eskom will attempt to identify mitigating factors or requirements for the tenderer to meet, if such factors/requirements exist in the tender's context. However, should suitable mitigating factors not exist in the tender's context or should mitigating factors exist but be insufficient or if the risk is considered to be too high or should the tenderer not agree with the mitigating factors, the tenderer will not be considered for award.
Evaluation of Price	3.15	Evaluate the Price in accordance with the criteria/requirements in the Tender Data. Factors such as CPA, FOREX, commodity exposure, unconditional discounts, technical adjustment, PV and forecasted rates of invoicing are taken into account when determining the evaluation Price.
Arithmetical errors	3.16	Check responsive tenders for arithmetical errors. If there is a discrepancy between an amount in figures and the amount in words, the amount in words shall prevail. Check the highest-ranked tenders for the following errors or omissions: - (a) the misplacement of the decimal point in any unit rate; or (b) omissions in completing the pricing schedule or bill of quantities, or (c) arithmetical errors in line-item totals that are the result of the incorrect multiplication of a unit rate and a quantity in a bill of quantities or schedule of prices; or (d) arithmetical errors that are the result of the incorrect addition of the prices.

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- (e) the use by the tenderer of less than 4 decimal place on the rate of exchange
- (f) the use of tenderer using an incorrect rate of exchange

Eskom will notify the tenderer of all arithmetical errors or omissions it has identified and will request the tenderer to either confirm the prices as tendered or to accept the corrected prices.

Where the tenderer elects to confirm the prices as tendered; Eskom will correct the error as follows: -

- (a) If a bill of quantities or pricing schedule applies and there is an error in the line-item total that is the result of an error in multiplying the unit rate and the quantity, the line-item total shall prevail, and the rate shall be corrected.
- (b) Where there is a misplacement of the decimal point in the unit rate, the line-item total as quoted shall prevail, and the unit rate shall be corrected.
- (c) Where there is an error in the total of the prices that is the result either of other corrections required by the checking process or in the tenderer's addition of prices, the total of the prices shall prevail, and the tenderer shall be asked to revise the selected item prices (and their rates if a bill of quantities applies) to result in the tendered total of the prices.

Eskom will reject the tender if the tenderer does not correct and/or does not accept the correction of errors as required above.

Evaluation of B-BBEE	3.17	Score the B-BBEE level as stated on the CSD report or as per certificate/affidavit provided. If the B-BBEE level is a pre-qualification criterion; then the proof of the B-BBEE level (certificate/CSD number/CSD report) must be provided at the <i>closing date and time for tender submission</i> ; or the tender will be disqualified. If sub-contracting to designated groups pre-qualification criteria are utilized (selected/mandatory) in terms of the PPPFA Regulation, then Eskom will apply the PPPFA requirements for sub-contractors' B-BBEE status and the sub-contractors' CSD number or B-BBEE certificate/affidavit will need to be provided at the <i>closing date and time for tender submission</i> . Should the information/documents provided indicate that the level is in dispute (fraudulent/ expired) then the tender will be disqualified. However, for the purposes of PPPFA point allocation: if no B-BBEE certificate/affidavit is provided at <i>Tender closing date and time for tender submission</i> , or the information/documents provided are fraudulent or have expired; then the tenderer will not be disqualified (if otherwise deemed to be responsive and acceptable in all other aspects) but will score zero under PPPFA point allocation.
Evaluation of Specific Goals	3.18	Score the Specific Goals with reference to the supporting documentation in the tender. If a tenderer fails to meet Specific Goals and/or to submit the required proof/supporting documentation by <i>closing date and time of tender submission</i> , the tenderer will not be disqualified if otherwise evaluated as acceptable in all other criteria; however, the tenderer will score zero points for Specific Goals within the 90/10 or 80/20 allocation of points.
Ranking of tenders	3.19	According to the PPPFA, Eskom will add the score for Pricing and the Specific Goals together and rank the suppliers from the highest to the lowest.
Objective criteria	3.20	A contract may be awarded to a tenderer that did not score the highest points only in accordance with Section 2(1) (f) of the Preferential Procurement Policy Framework Act, 2000. If Eskom intends to apply Objective Criteria envisaged in section 2(1)(f), Eskom must stipulate the Objective Criteria in the Invitation to Tender. Functionality and any element of the B-BBEE scorecard may not be used as Objective Criteria.

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Reverse e-Auction	3.21	Reverse e-auction is an electronic system that utilises the 90/10 and 80/20 Price and Preference point systems, and which is intended to achieve competitive pricing. Eskom may utilise reverse e-auction in certain Enquiries. Where reverse e-auction will be utilised, this will be indicated in the respective Invitation to Tender and the reverse e-auction supporting documents will be issued in the Invitation to Tender. Tenderers will be required to submit a complete tender that does not contain Prices. If a tenderer has included prices in its tender, the prices will not be considered.
Acceptance of tender	3.22	Notify Eskom's acceptance to the successful tender before the expiry of the validity period or agreed additional validity period. Inform the successful and unsuccessful tenderers only once approval has been granted by the Eskom Adjudication Authority. For open tenders, this notification must be published on the Eskom Tender Bulletin and NT e-Tender Portal
Prepare contract documents	3.23	Revise the contract documents issued by Eskom in the Invitation to Tender documents to take account of: • Addenda issued during the tender period; • inclusion of returnables stipulated in the Invitation to Tender; • inclusion of changes agreed in contract negotiations; and • Other revisions or documents agreed to between Eskom and the successful tenderer during negotiations,
Sign Form of Agreement	3.24	Arrange for authorised signatories of both parties to complete and sign the original and one copy of the Form of Agreement.

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ANNEXURE A – INTEGRITY DECLARATION FORM)

ANNEXURE A – INTEGRITY DECLARATION FORM)

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;
-

ANNEXURE A – INTEGRITY DECLARATION FORM)

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. _____
-

ANNEXURE A – INTEGRITY DECLARATION FORM)

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

ANNEXURE A – INTEGRITY DECLARATION FORM)

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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.

Signature:	
Designation and capacity in which signing:	
Date:	

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.

Signature:	
-------------------	--

ANNEXURE A – INTEGRITY DECLARATION FORM)

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).

TEC: Consumables (off -shelves items) low risk, low value purchases

	Qualitative Technical Criteria Description	Reference to Technical Specification / Tender Returnable	Criteria Weighting (%)	Criteria Sub Weighting (%)	Score Qualification
1.	Material data sheets	Bidder provides OEM datasheets for each material type offered	90 %		5 = Provided all (100%) 0 = Not provided (0%)
2.	Material Lead Times	Bidder provides delivery lead times based on stock availability	10 %		5 = 0 -5 days (100%) 0 = No lead time provided (0%)
N.B No data sheets or drawings may be requested after closing of RFQ			TOTAL: 100		

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)				
BID NUMBER:		CLOSING DATE:		CLOSING TIME:
DESCRIPTION				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX
SITUATED AT (STREET ADDRESS)

SUPPLIER INFORMATION				
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 [TICK APPLICABLE BOX]	☐ Yes		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ Yes
	☐ No			☐ 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	☐	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)		
	☐	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)		
	☐	A REGISTERED AUDITOR		
	NAME:			
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]				
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No	
	[IF YES ENCLOSE PROOF]		[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)		
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:		
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

1. BID SUBMISSION:								
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.								
2. TAX COMPLIANCE REQUIREMENTS								
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.								
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS								
<table style="width: 100%; border: none;"> <tr> <td style="width: 70%;">3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</td> <td style="text-align: right;">☐ YES ☐ NO</td> </tr> <tr> <td>3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?</td> <td style="text-align: right;">☐ YES ☐ NO</td> </tr> <tr> <td>3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</td> <td style="text-align: right;">☐ YES ☐ NO</td> </tr> <tr> <td>3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?</td> <td style="text-align: right;">☐ YES ☐ NO</td> </tr> </table> 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.	3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ 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
3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ 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							

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

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9) makes provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

1.6 A bid may be disqualified if –

- (a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and
- (b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

2. Definitions

2.1. **“bid”** includes written price quotations, advertised competitive bids or proposals;

2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);

2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;

2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;

2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).

2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour or intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;

2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;

2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and

2.9. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

3. **The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

4. Does any portion of the services, works or goods offered have any imported content?

(Tick applicable box)

YES		NO	
-----	--	----	--

- 4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za.

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

5. Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct?

(Tick applicable box)

YES		NO	
-----	--	----	--

- 5.1. If yes, provide the following particulars:

- (a) Full name of auditor:
- (b) Practice number:
- (c) Telephone and cell number:
- (d) Email address:

(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)

6. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Institution):

.....
NB

1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.thdti.gov.za/industrialdevelopment/ip.jsp>. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),
do hereby declare, in my capacity as
of(name of bidder
entity), the following:

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that:

- (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (ii) the declaration templates have been audited and certified to be correct.

(c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

(d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

PREFERENCE POINTS CLAIM FORM OF PROCUREMENT REGULATIONS 2017

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 OF 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) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (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:

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) & \text{or} & P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)
 \end{array}$$

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 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:

- What percentage of the contract will be subcontracted.....%
- The name of the sub-contractor.....
- The B-BBEE status level of the sub-contractor.....
- Whether the sub-contractor is an EME or QSE

(*Tick applicable box*)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

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

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
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		
OR		
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

.....

.....

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- 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 **To be completed by the organ of state**

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the **90/10** preference point system.
- b) The applicable preference point system for this tender is the **80/20** preference point system.
- c) Either the **90/10 or 80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	
SPECIFIC GOALS	
Total points for Price and SPECIFIC GOALS	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 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
$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right) \text{ or } Ps = 90 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$		

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} 80/20 & \text{or} & 90/10 \\ P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) & \text{or} & P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) \end{array}$$

Where

- P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I 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 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering 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 tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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, if deemed necessary.

.....	
SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:	
DATE:	
ADDRESS:	
	
	
	

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. 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 consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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 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.

10. 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.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js914w 2

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
 - the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 2.1 Full Name of bidder or his or her representative:
 - 2.2 Identity Number:
 - 2.3 Position occupied in the Company (director, trustee, shareholder²):
 - 2.4 Company Registration Number:
 - 2.5 Tax Reference Number:
 - 2.6 VAT Registration Number:
 - 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person connected to the bidder is employed :

Position occupied in the state institution:

Any other particulars:

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

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attached proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

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

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

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

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars.

.....

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

2.10.1 If so, furnish particulars.

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

YES/NO

2.11.1 If so, furnish particulars:

3 Full details of directors / trustees / members / shareholders.

[illegible]

4 DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF
PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION
PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

May 2011

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating 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) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		

4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		

SBD 8

CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME).....
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION
FORM IS TRUE AND CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT,
ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION
PROVE TO BE FALSE.**

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js365bW

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ANNEXURE D

INTEGRITY DECLARATION FORM

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

1 DECLARATION OF INTEREST

I/We understand that an employee of the State as defined in the Public Service Act of 1994 is prohibited from conducting business with any organ of state and from being a director of a public or private company that conducts business with an organ of state.

I/We understand that any natural/legal person, including any natural legal person related to an Eskom employee/director as per the definition of "related" set out hereunder, may submit a tender to Eskom. However, in order to establish whether a conflict of interest exists tenderers are required to declare such interest/relationships where: -

1. the *tenderer/s* employees/directors are also employees/contractors/consultants/ directors of Eskom.
2. the *tenderer/s* employees/directors are also employees/contractors/consultants or directors in another entity together with Eskom employees/consultants/contractors/ directors.
3. the *legal entity including its employees/contractors/ directors / shareholders /members /partners / owners* on whose behalf the tender documents are signed, is/are in some other way related to an Eskom employee/contractor/consultant/director involved in the tender specification/ tender evaluation/tender adjudication/negotiation.
4. the tenderer/s and one or more other tenderers in this tendering/RFP process have a controlling partner in common, or have 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 over the tender/proposal of another tenderer, or influence over the decisions of Eskom regarding the bidding process;

Related:

(1) When used in respect of two persons, means persons who are connected to one another in any manner contemplated below:

- (a) an individual is related to another individual if they-
 - (i) are married, or live together in a relationship similar to a marriage; or
 - (ii) are separated by no more than two degrees of natural or adopted consanguinity or affinity;

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- (b) 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 set out in subsection (2) below; and
- (c) a juristic person is related to another juristic person if-
 - (i) either of them directly or indirectly controls the other, or the business of the other, as determined in accordance with subsection (2) below;
 - (ii) either is a subsidiary of the other; or
 - (iii) a person directly or indirectly controls each of them, or the business of each of them, as determined in accordance with subsection (2) below.

“related person”, when used in reference to a directors/shareholders/members/partners/owners, has the meaning set out in 3.3.16, but also includes a second company of which the directors/shareholders/members/partners/owners or a related person is also a director directors/shareholders/members/partners/owners, or a close corporation of which the director or a related person is a member.

Control:

- (2) For the purpose of subsection (1) above, a person controls a juristic person, or its business, if-
 - (a) in the case of a juristic person that is a company-
 - (i) that juristic person is a subsidiary of that first person, as determined in accordance with the Companies Act¹; or
 - (ii) that first person together with any related or inter-related person, is-
 - (aa) directly or indirectly able to exercise or control the exercise of a majority of the voting rights associated with securities of that company, whether pursuant to a shareholder agreement or otherwise; or
 - (bb) has the right to appoint or elect, or control the appointment or election of, directors of that company who control a majority of the votes at a meeting of the board;
 - (b) in the case of a juristic person that is a close corporation, that first person owns the majority of the members’ interest, or controls directly, or has the right to control, the majority of members’ votes in the close corporation;

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- (c) in the case of a juristic person that is a trust, that first person has the ability to control the majority of the votes of the trustees or to appoint the majority of the trustees, or to appoint or change the majority of the beneficiaries of the trust; or
- (d) that first person has the ability to materially influence the policy of the juristic person in a manner comparable to a person who, in ordinary commercial practice, would be able to exercise an element of control referred to in paragraph (a), (b) or (c) of subsection (2).

"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 an employee/consultant/ contractor and/or director of a State/State owned entity.	Full Names & Capacity/Position of Eskom employee/ consultant/contractor and/or director details of the relationship or interest (marital/ familial/personal/ financial etc.)	To your knowledge is this person involved in the specification/ evaluation/ adjudication/ negotiation of tenders?

If any employee/director/member/shareholder/owner of the tenderer/s is also currently employed by Eskom, state whether this has been declared and whether there is authorisation to undertake remunerative work outside public sector employment and attach proof to this declaration. _____
[Yes/No]

Do the tenderer/s and any other tenderer/s in this tendering/RFP process share a controlling partner or have any relationship with each other, directly or through common third parties? _____(
[Yes/No]

If Yes, attach proof. to this declaration

2 DECLARATION OF FAIR TENDERING PRACTICES

The tenderer declares that it has taken all reasonable steps to address and prevent the exploitation of the procurement process and the use of any unfair tendering practices.

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

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

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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 shareholders/directors/members/partners/owners/trustees/beneficiaries listed on National Treasury's Database of Restricted Suppliers as companies/persons prohibited from doing business with the public sector. 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 shareholders/directors/members/partners/owners/trustees/beneficiaries 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 shareholders/directors/members/partners/owners/trustees/beneficiaries convicted by a court of law (including a court outside South Africa) of fraud and/or corruption in respect of any procurement/tendering processes/procedures during the past five years?		
1.3.1	If "Yes", provide details including a case number and a copy of the judgement.		
1.4	Was the tenderer/s or any of its shareholders/directors/members/partners/owners/trustees/beneficiaries prohibited from doing business with any International Financial/Lending Institution or Development/Funding Agency?		
1.5	Is there any history/record of the tenderer/s or any of its shareholders/directors/members/partners/owners/turstees/beneficiaries failing to meet their contractual obligation with the State or any State Owned Entity(SOC)?		
1.5.1	If "Yes", provide details		

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3. DECLARATION OF SHAREHOLDING / BENEFICIARY INFORMATION

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

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

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

Individuals:

Full Name	Identity Number	Shareholding Percentage / Beneficiary Share

Other Entities*:

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

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I declare that I have read and understood the provisions of the Supplier Integrity Pact, that all information furnished herein is true and 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 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.

Name of Tenderer:	
Full names of authorised signatory:	
Signature:	
Designation and capacity:	
Date:	

Joint Ventures

I declare that I have read and understood the provisions of the Supplier Integrity Pact, that all information furnished herein is true and 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 purposes 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.

Name of Tenderer:	
Full names of authorised signatory:	
Signature:	
Designation and capacity:	
Date:	

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