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 *Representative* 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 *documents* (including any annexures thereto) and/or any *additional requirements* 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 *open Invitation to Tender* will be advertised on *Eskom's Tender Bulletin* and National Treasury (NT) e-Tender Portal and in any other media if so required. A *closed Invitation to Tender,* also known as *procurement from multiple sources*, 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 *Eskom Representative* 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 *alternative tender*. 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 *Eskom Representative* 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

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and addenda to the Invitation to tender,

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

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results in a permanent record.

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

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questions for clarity in the course of a site visit or clarification meeting.

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

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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.

Sign Form of Agreement 2.24 Undertake to check the final draft of the contract provided by the *Eskom Representative* 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 *tender returnable*.

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 *closing date and time for tender submission* stipulated in the *Invitation to Tender* and/or *Contract Award*. 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 *closing date and time for submission of tenders* or to be capable of being so registered within twenty-one (21) working days from the *closing date and time for submission of tenders*.

Where CIDB is applicable; proof of registration on CIDB is mandatory at the *closing date and time for tender submission*. Should this not be received as stipulated in the Invitation to Tender; the tender will be disqualified. However, in the event that, at the *closing date and time for tender submission*, only proof of application for registration on CIDB is available, then this must be submitted by the *closing date and time for tender submission*, while the actual proof of CIDB registration (printout from CIDB database) must be submitted by contract award

Contract Skills Development Goal (CSDG) 2.29 If the tenderer is awarded a contract, it, as *Contractor*, 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, *Government Gazette* 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 *Contractor* 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 *Government Gazette* No. 36190 of 25 February 2013).

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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
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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Basic Compliance 3.9 Determine before detailed evaluation, whether each tender received meets the *basic compliance* requirements stated in the Invitation to Tender. A tenderer's failure to comply with the *basic compliance* 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 *closing date and time for tender submission*.

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 *closing date and time for tender submission* 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 *closing date and time for tender submission*; 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 *closing date and time for tender submission*. 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 Tender *closing date and time for tender submission*, 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 *closing date and time of tender submission*, 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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