

**PROVINCIAL ADMINISTRATION OF KWAZULU-NATAL  
DEPARTMENT OF ECONOMIC DEVELOPMENT, TOURISM AND  
ENVIRONMENTAL AFFAIRS**



**KWAZULU-NATAL PROVINCE**  
ECONOMIC DEVELOPMENT, TOURISM  
AND ENVIRONMENTAL AFFAIRS  
REPUBLIC OF SOUTH AFRICA

**QUOTATION DOCUMENT**

**with JBCC Minor Works Agreement - 4th Edition**

for projects

**SERVICE DESCRIPTION :**

**SUPPLY ,DELIVERY AND INSTALLATION OF 05X VOLTAGE REGULATORS AND 03  
POWER INVERTERS**

**Employer:**

Department of Economic Development, Tourism and Environmental Affairs

KZN Department of Economic Development, Tourism  
**PIETERMARIZBURG**  
3201

**Contact :**

**Project Leader:** Mr Zama Mtembu  
**Telephone number:** 060 054 2100  
**WIMS No.:**  
**Quotation Number:** 2022060203  
**CIDB Registration Number:** \_\_\_\_\_  
**Central Suppliers Database No.:** \_\_\_\_\_

PLEASE NOTE THAT THIS QUOTATION IS SUBJECT TO THE CONSTRUCTION INDUSTRY DEVELOPMENT BOARD ACT, (ACT NO. 38 OF 2000) AND ANY AMENDMENTS THERETO INCLUDING BOARD NOTICES, AND REGULATIONS PROMULGATED IN TERMS OF THE ABOVE MENTIONED ACT), AND THE STANDARD CONDITIONS OF QUOTATION AS CONTAINED IN ANNEXURE "C" OF THE STANDARD FOR UNIFORMITY IN CONSTRUCTION PROCUREMENT. IT IS ALSO SUBJECTED TO KWAZULU-NATAL: PROVINCIAL TREASURY SUPPLY CHAIN MANAGEMENT POLICY (DEC 2005) AND THE OCCUPATIONAL HEALTH AND SAFETY ACT, ACT 85 OF 1993 AND THE CONSTRUCTION REGULATIONS OF FEBRUARY 2014, AS AMENDED FROM TIME TO TIME.

## PART A INVITATION TO

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
REQUISITION NUMBER:	2022071905/202271906	CLOSING DATE:	12/10/2022	CLOSING TIME:	11:00
DESCRIPTION	Supply, Delivery and Installation of Voltage Regulators and Power Inverters				
<b>QUOTATIONS RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
270 JABUNDLOVU STREET OR EMAILED TO <a href="mailto:scmquotations11@kznedtea.gov.za">scmquotations11@kznedtea.gov.za</a>					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Ntsepiseng Molefe		CONTACT PERSON	Zama Mtembu	
TELEPHONE NUMBER	033 264 2731		TELEPHONE NUMBER	060 054 2100	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	<a href="mailto:ntsepiseng.molefe@kznedtea.gov.za">ntsepiseng.molefe@kznedtea.gov.za</a>		E-MAIL ADDRESS	<a href="mailto:zama.mtembu@kznedtea.gov.za">zama.mtembu@kznedtea.gov.za</a>	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW ]	
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

<b>1. QUOTATION SUBMISSION:</b>
1.1. QUOTATION MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL QUOTATIONS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS QUOTATION 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 SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN QUOTATIONS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO QUOTATIONS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....  
(Proof of authority must be submitted e.g. company resolution)

DATE: .....

**PART T1: QUOTATION PROCEDURES**  
**T1.1 Quotation Notice and Invitation to Quote**

THE KZN DEPARTMENT OF ECONOMIC DEVELOPMENT, TOURISM AND ENVIRONMENTAL AFFAIRS INVITES

<b>Project title:</b>	<b>SUPPLY ,DELIVERY AND INSTALLATION OF 05X VOLTAGE REGULATORS AND 03 POWER INVERTERS</b>		
<b>Quotation no:</b>	<b>2022071905/202 2071906</b>	<b>Contract period</b>	
<b>Advertisement date:</b>	<b>27/09/22</b>	<b>Closing date:</b>	<b>12/10/22</b>
<b>Closing time:</b>	<b>11:00</b>	<b>Validity period:</b>	<b>Calendar Days</b>

It is estimated that Bidders should have a CIDB contractors grading designation of 1EB or higher. No alternative Class of work, as referred to in Clause 25(3)(a)(i) of the CIDB Regulations, as amended, is anticipated for this project.

<input checked="" type="checkbox"/>	It is estimated that Potentially Emerging enterprises should have a CIDB contractor grading of (N/A) and satisfy the criterion stated in the Quotation Data. ( <i>Only applicable if Client has an Official Mentorship programme in place to assist potentially emerging enterprises</i> )
<input checked="" type="checkbox"/>	All Bidders should have a CIDB Class of Construction Contractor Grading Designation as indicated above. No Bidder with a PE status can be considered if "N/A" is indicated above because the Department does not have an Official Mentorship Programme in place to assist a Potentially Emerging Enterprise.

**Only Bidders who are responsive to the following responsiveness criteria are eligible to submit Quotations:**

Bidders registered on the Central Suppliers Database (CSD) are eligible to submit quotations.

<input checked="" type="checkbox"/>	Only those Bidders who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum Quoted for a 1EB or higher, class of construction work, are eligible to submit quotes. Quotation values in close proximity to the limit of a Quotation value range will be dealt with in accordance with Clause 25(3)(a)(ii) and 25(7A) of the latest amended Regulations.
<input checked="" type="checkbox"/>	Joint ventures are eligible to submit Quotations provided that: 1 every member of the joint venture is registered with the CIDB; 2 the lead partner has a contractor grading designation in the 1EB or higher, class of construction work. 3 the combined contractor grading designation calculated in accordance with the Construction Industry Development Board Regulations is equal to or higher than a contractor grading designation in accordance with the sum Quoted for a 1EB or higher, class of construction work.
<input checked="" type="checkbox"/>	Quotation document must be properly received on or before the Quotation closing date and time specified on the invitation, fully completed and signed in ink (All as per Standard Conditions of Quotation).
<input checked="" type="checkbox"/>	Authority to sign Quote.
<input type="checkbox"/>	Financial Standing and other Resources of Business Declaration
<input type="checkbox"/>	Submission of Compulsory Returnable Schedules.
<input type="checkbox"/>	Site Inspection Certificate.
<input checked="" type="checkbox"/>	Tax Compliance Status (TCS) PIN to verify on line compliance supplier status via e-filing.
<input checked="" type="checkbox"/>	Complete Schedule of rates is to be submitted on the day of the Quotation closing date.
<input type="checkbox"/>	Proof of good standing with the Compensation Commissioner
<input type="checkbox"/>	Proof of Paid Municipal Rates and Taxes.
<input type="checkbox"/>	Proof of UIF Registration.
<input type="checkbox"/>	Contractors Health & Safety Declaration.
<input type="checkbox"/>	Compulsory Enterprise Questionnaire.

Quotations: Minor Works

THE FOLLOWING PARTICULARS MUST BE FURNISHED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

NAME OF BIDDER: \_\_\_\_\_

POSTAL ADDRESS: \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER

CODE : \_\_\_\_\_ NUMBER: \_\_\_\_\_

CELLPHONE NUMBER: \_\_\_\_\_

FACSIMILE NUMBER

CODE : \_\_\_\_\_ NUMBER: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

VAT REGISTRATION NUMBER: \_\_\_\_\_

TAX COMPLIANCE STATUS (TCS) PIN TO VERIFY ON LINE COMPLIANCE SUPPLIER STATUS VIA SARS E - FILING.

YES  or NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED?

YES  or NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

[Tick Applicable Box]

A Verification Agency Accredited by the South African Accreditation System (SANAS); OR

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS / SERVICES / WORKS OFFERED? [if yes, enclose proof]

YES  or NO

This quote will be evaluated according to the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations; 2017

X

80/20 Preference point scoring system

Quotations: Minor Works

<b>Price / Quality:</b>	80
Price and Quality:	20
Preference:	100
<b>Total must equal (100%):</b>	

Preference point scoring system will be based on the following points:

**Preference points system:**  
 Preferences are offered to Bidder's who have attained the following B-BBEE status level of contributor in accordance with the table below:

1. B-BBEE Status Level of Contributor		Number of Points	
(a)	Level 1	20	Points
(b)	Level 2	18	Points
(c)	Level 3	14	Points
(d)	Level 4	12	Points
(e)	Level 5	8	Points
(f)	Level 6	6	Points
(g)	Level 7	4	Points
(h)	Level 8	2	Points
(i)	Non-compliant contributor	0	Points
<b>Total of Price and Preference must not exceed 100 points</b>		100	Points

**Notes:**

- The successful bidder will be required to fill in and sign a written Contract Form (SBD 7) form.
- Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.
- The requirements in respect of the application of 80/20 preference points scoring system, as reflected in the table above. Number of points will be awarded in accordance with the B-BBEE status level of contributor
- The bid box is open during official working hours.
- All Bids must be submitted on the official forms – (Not to be re-typed)
- THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE JBCC Series 2000 Edition 4 Minor Works (August 2007) Conditions of contract AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT
- (A B-BBEE status level verification certificate must be submitted in order to qualify for PREFERENCE POINTS)

**COLLECTION OF QUOTATION DOCUMENTS:**

Quotation documents may be collected during working hours at the following address :

KZN Economic Development, Tourism and Environmental Affairs ,270 Jabu Nflovu Street, Pietermaritzburg at the time indicated on T1.1 Bid Notice and Invitation to quote

**BRIEFING MEETING**

Briefing Session is not required

Quotations: Minor Works

**QUERIES RELATED TO QUOTATION DOCUMENTS MAY BE ADDRESSED TO:**

EDTEA Project Leader:	Ms Phumlile Madondo	Telephone no:	
Cell no:	033 264 2597	Fax no:	
E-mail:	Phumlile.Madondo@kznedtea.gov.za		

**QUERIES RELATED TO TECHNICAL ISSUES MAY BE ADDRESSED TO:**

EDTEA Project Leader:	Mr Zama Mtembu	Telephone no:	
Cell no:	066 054 2100	Fax no:	
E-mail:	Zama.Mtembu@kznedtea.gov.za		

**QUERIES RELATED TO SAFETY, HEALTH AND ENVIRONMENTAL ISSUES MAY BE ADDRESSED TO:**

Safety Officer:		Telephone no:	0
Cell no:		Fax no:	0
E-mail:			

**DEPOSIT / RETURN OF QUOTATION DOCUMENTS:**

Telegraphic, telephonic, telex, facsimile, electronic and / or late Quotations will not be accepted.

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data document.

All Quotation documents must be submitted on the official forms - (not to be re-typed)

**TENDER DOCUMENTS MAY BE:**

<b>POSTED TO:</b>
Attention:

OR

<b>DEPOSITED IN THE Quotation BOX AT:</b>
270 Jabu Ndlovu Street, PMB EDTEA Head Office OR scmpquotations@kznedtea.gov.za

### C.1.3 - Annexure C - Standard Conditions of Quotation

Note: Where this document refers to tenderer or tender it shall be read as bidder or bid.

#### C.1 General

##### C.1.1 Actions

- C.1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently and comply with all legal obligations and not engage in anticompetitive practices.
- C.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderer's shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

- Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.
- 2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

- C.1.1.3 The employer shall not seek and the tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

##### C.1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the **tender data**.

##### C.1.3 Interpretation

- C.1.3.1 The **tender data** and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.
- C.1.3.2 These conditions of tender, the **tender data** and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.
- C.1.3.3 For the purposes of these conditions of tender, the following definitions apply:
- a) **conflict of interest** means any situation in which:
    - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
    - ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
    - iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.
  - b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
  - c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
  - d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels.

##### C.1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be read, copied and recorded. Communication shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the **tender data**.

##### C.1.5 Cancellation and Re-Invitation of Tenders

- C.1.5.1 An employer may, prior to the award of the tender, cancel a tender if-



- a) due to changed circumstances, there is no longer a need for the engineering and construction work the invitation;
- b) funds are no longer available to cover the total envisaged expenditure; or
- c) no acceptable tenders are received.
- d) there is a material irregularity in the tender process.

**C.1.5.2** The decision to cancel a tender invitation must be published in the same manner in which the original

**C.1.5.3** An Employer may only with the prior approval of the relevant treasury cancel a tender invitation for the s

## **C.1.6 Procurement procedures**

### **C.1.6.1 General**

Unless otherwise stated in the **tender data**, a contract will, subject to F.3.13, be concluded with the tenderer who in terms of F.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as

### **C.1.6.2 Competitive negotiation procedure**

**C.1.6.2.1** Where the **tender data** requires that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

**C.1.6.2.2** All responsive tenderers, or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the **tender**

**C.1.6.2.3** At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

**C.1.6.2.4** The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.

### **C.1.6.3 Proposal procedure using the two stage-system**

#### **C.1.6.3.1 Option 1**

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the **tender data**, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

#### **F.1.6.3.2 Option 2**

**C.1.6.3.2.1** Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderes to submit tender offers in the second stage, following the issuing of procurement documents.

**C.1.6.3.2.2** The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the **tender data**, and award the contract in terms of these conditions of tender.

## **C.2 Tenderer's obligations**

**C.2.1 Eligibility**

- C.2.1.1** Submit a tender offer only if the tenderer satisfies the criteria stated in the **tender data** and the tenderer, or any of his principals, is not under any restriction to do business with employer.
- C.2.1.2** Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both)

**C.2.2 Cost of tendering**

- C.2.2.1** Accept that, unless otherwise stated in the **tender data**, the employer will not compensate the tenderer for any
- C.2.2.2** The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

**C.2.3 Check documents**

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

**C.2.4 Confidentiality and copyright of documents**

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer

**C.2.5 Reference documents**

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of

**C.2.6 Acknowledge addenda**

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an

**C.2.7 Clarification meeting**

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed

**C.2.8 Seek clarification**

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the

**C.2.9 Insurance**

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the **contract data**. The tenderer is advised to seek qualified advice regarding

**C.2.10 Pricing the tender offer**

**C.2.10.1** Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT)), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the **tender data**.

**C.2.10.2** Show VAT payable by the employer separately as an addition to the tendered total of the prices.

**C.2.10.3** Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the **contract data**.

**C.2.10.4** State the rates and prices in Rand unless instructed otherwise in the **tender data**. The conditions of contract identified in the contract data may provide for part payment in other currencies.

**C.2.11 Alterations to documents**

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

#### C.2.12 Alternative tender offers

C.2.12.1 Unless otherwise stated in the **tender data**, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that

C.2.12.2 Accept that an alternative tender offer must be based only on the criteria stated in the **tender data** or criteria otherwise acceptable to the employer.

C.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.

#### C.2.13 Submitting a tender offer

C.2.13.1 Submit one tender offer only, either as single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the **contract data** and described in the **scope of works**, unless stated otherwise in the **tender data**.

C.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

C.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the **tender data**, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the **tender data**. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

C.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the **tender data**, as well as the tenderer's name and contact address.

C.2.13.6 Where a two-envelope system is required in terms of the **tender data**, place and seal the returnable documents

C.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the **tender data**.

C.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

C.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the **tender data**.

#### C.2.14 Information and data to be completed in all respects

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

#### C.2.15 Closing time

C.2.15.1 Ensure that the employer receives the tender offer at the address specified in the **tender data** not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

C.2.15.2 Accept that, if the employer extends the closing time stated in the **tender data** for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

#### C.2.16 Tender offer validity

C.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the **tender data** after the closing time stated in the **tender data**.

C.2.16.2 If requested by the employer, consider extending the validity period stated in the **tender data** for an agreed additional period with or without any conditions attached to such extension.

C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period lapses before the employer evaluating the tender offer(s), the contractor reserves

**C.2.16.4** Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".

**C.2.17 Clarification of tender offer after submission**

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

**Note:** *Sub-clause C.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.*

**C.2.18 Provide other material**

**C.2.18.1** Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employers request, the employer may regard the tender offer as non-responsive.

**C.2.18.2** Dispose of samples of materials provided for evaluation by the employer, where required.

**C.2.19 Inspections, tests and analysis**

Provide access during working hours to premises for inspections, tests and analysis as provided for in the **tender data**.

**C.2.20 Submit securities, bonds and policies**

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the **contract data**.

**C.2.21 Check final draft**

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

**C.2.22 Return of other tender documents**

If so instructed by the employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the **tender data**.

**C.2.23 Certificates**

Include in the tender submission or provide the employer with any certificates as stated in the **tender data**.

**C.3 The employer's undertakings**

**C.3.1 Respond to request from the tenderer**

**C.3.1.1** Unless otherwise stated in the **tender data**, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the **tender data** and notify all tenderers who collected tender documents.

**C.3.1.2** Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of

**C.3.2 Issue Addenda**

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) days before the tender closing time stated in the **tender data**. If, as a

### **C.3.3 Return late tender offers**

Return tender offers received after the closing time stated in the **tender data**, unopened, (unless it is necessary to open a

### **C.3.4 Opening of tender submissions**

**C.3.4.1** Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the **tender data**. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

**C.3.4.2** Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the **tender data**, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.

**C.3.4.3** Make available the record outlined in C.3.4.2 to all interested persons upon request.

### **C.3.5 Two-envelope system**

**C.3.5.1** Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the **tender data** and announce the name of each tenderer whose technical proposal is opened.

**C.3.5.2** Evaluate the functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the **tender data**, and announce the score obtained for the technical proposals and the total price and any points claimed on BBBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

### **C.3.6 Non-disclosure**

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

### **C.3.7 Grounds for rejection and disqualification**

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify

### **C.3.8 Test for responsiveness**

**C.3.8.1** Determine, after opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

**C.3.8.2** A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

### **C.3.9 Arithmetical errors, omissions and discrepancies**

**C.3.9.1** Check Responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

**C.3.9.2** Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
  - i) line items totals resulting from the product of a unit rate and a quantity in bills of quantities or
  - ii) the summation of the prices.

**C.3.9.3** Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices

**C.3.9.4** Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

**C.3.10 Clarification of a tender offer**

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

**C.3.11 Evaluation of tender offers**

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project.

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:	
Requirement	Qualitative interpretation of goal
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.
Cost effective	The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.

**C.3.11.1 General**

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

**C.3.12 Insurance provided by the employer**

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificate which the conditions of contract identified in the **contract data**, require the employer to provide.

**C.3.13 Acceptance of tender offer**

Accept tender offer, if in the opinion of the employer, it does not present any risk and only if the tenderer:

- a) Is not under restrictions, or has principals who are under restrictions, preventing participating in procurement,

- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the technical qualifications, professional and technical competence, financial resources, equipment and facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, contract,
- c) has the legal capacity to enter into the contract,
- d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended business activities or is subject to legal proceedings in respect of any of the foregoing;
- e) complies with the legal requirements, if any, stated in the **tender data**, and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

**C.3.14 Prepare contract documents**

**C.3.14.1** If necessary, revise documents that shall form part of the contract and that were issued by the employer. Revise tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents, and
- c) other revisions agreed between the employer and the successful tenderer.

**C.3.14.2** Complete the schedule of deviations attached to the form of offer and acceptance, if any.

**C.3.15 Complete Adjudicator's Contract**

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

**C.3.16 Registration of the Award**

An Employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a contract is accepted in writing by the employer, register and publish the award on the cidb Register of Projects.

**C.3.17 Provide copies of the contracts**

Provide to the successful tenderer the number of copies stated in the tender data of the signed copy of the contract possible after completion and signing of the form of offer and acceptance.

**C.3.18 Provide written reasons for actions taken**

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

**T1.4. Annexure to Notice and Invitation to Quote**

**REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE**

In terms of the Public Finance Management Act (PFMA), 1999 (Act No 1 of 1999) Section 38 (1) (a) (iii) and 51 (1) (iii) and Section 76 (4) of PFMA National Treasury developed a single platform, The Central Supplier Database (CSD) for the registration of prospective suppliers including the varification functionality of key supplier information.

Prospective suppliers will be able to self - register on the CSD website: [www.csd.gov.za](http://www.csd.gov.za)

Once the supplier information has been varified with external data sources by National Treasury a unique supplier number and security code will be allocated and communicated to the supplier. Suppliers will be required to keep their data updated regularly and should confirm at least once a year that their data is still current and updated.

Suppliers can provide their CSD supplier number and unique security code to organs of state to view their verified CSD information.

Bidders are required to fill in clearly, legibly, in bold print and black ink their CSD supplier number in the space hereunder:

<b>Name of Supplier</b>	
<b>Central Supplier Database (CSD) Supplier Number:</b>	

**REGISTRATION ON THE CONSTRUCTION INDUSTRY DEVELOPMENT BOARD REGISTER OF CONTRACTORS**

In terms of the Construction Industry Development Board Act ( CIDB) ( Act No. 38 OF 2000) all contractors must be registered on the register of contractors. For registration CIDB can be contacted as detailed below:

Private Bag X14  
 Brooklyn Square  
 75  
 Pretoria

Helpline: 0860-103-353

Website : <http://www.cidb.org.za>

In the case of a Tender by a Joint Venture, certified copies of proof of Good Standing with the Compensation Commissioner in respect of each party to the Joint Venture must be attached to this page



**T2.1 LIST OF RETURNABLE DOCUMENTS**

<b>Project title:</b>	<b>SUPPLY ,DELIVERY AND INSTALLATION OF 05X VOLTAGE REGULATORS AND 03 POWER INVERTERS</b>		
<b>Project Manager:</b>		<b>Quotation no:</b>	<b>2022071905/202 2071906</b>

**1. RETURNABLE SCHEDULES REQUIRED FOR QUOTATION EVALUATION PURPOSES**

*(Quotations to insert a tick (✓) in the "Returnable document" column to check which documents he/she returned with the Quotation)*

Quotation document name	Returnable document	
Submission of Compulsory Returnable Schedules.	No	
Compulsory Enterprise Questionnaire.	No	N/A
Authority to sign Quote.	Yes	
Financial Standing and other Resources of Business Declaration	No	N/A
Equipment Schedules applicable	No	N/A
Preference Certificate	No	N/A
Site Inspection Certificate.	No	N/A
Contractors Health & Safety Declaration.	No	N/A
Contract Form - Purchase of Goods/Works-Part 1	No	N/A
Contract Form - Purchase of Goods/Works-Part 2	No	N/A
Bidders Disclosure Form	Yes	
Capacity of Bidder	No	N/A
Invitation to Bid - SBD 1	Yes	
	No	N/A
	No	N/A
	No	N/A

**2. RETURNABLE SCHEDULES REQUIRED FOR QUOTATION EVALUATION PURPOSES BUT TO BE SUPPLIED BY THE BIDDER**

*(Quotations to insert a tick (✓) in the "Returnable document" column to check which documents he/she returned with the Quotation)*

Quotation document name	Returnable document	
CIDB Registration form or application for Registration form (F006) including Registration number	Yes	
Tax Compliance Status (TCS) PIN to verify on line compliance supplier status via e-filing.	Yes	
B-BBEE Certificate	Yes	
Complete Schedule of rates is to be submitted on the day of the Quotation closing date.	No	N/A
Proof of Payment of Bid Deposit	No	N/A
Proof of Paid Municipal Rates and Taxes.	No	N/A
Proof of UIF Registration.	No	N/A
Proof of good standing with the Compensation Commissioner	No	N/A
Certified CIDB Contractors Grading Designation Certificate	Yes	
Certified Proof of Registration Number on the Central Suppliers Database	Yes	
Base Line Risk Assessment	No	N/A
Declaration Certificate for local production and content for designated sectors - SBD 6.2	No	N/A

**3. RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT**

*(Quotations to insert a tick (✓) in the "Returnable document" column to check which documents he/she returned with the Quotation)*

Quotation document name	Number of pages issued	Returnable document	
Form of Offer and Acceptance	3 Pages	Yes	
Contract Data	5 Pages	No	N/A
Pricing Schedule	2 Pages	Yes	
	Pages	No	N/A

**4. OTHER DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT**

*(Quotations to insert a tick (✓) in the "Returnable document" column to check which documents he/she returned with the Quotation)*

Quotation document name	Number of pages issued	Returnable document	
Client's Specific requirement for the Contractor's detailed OHS plan	Pages	No	N/A
Quality Criteria	Pages	No	N/A
	Pages	No	N/A
	Pages	No	N/A
	Pages	No	N/A
	Pages	No	N/A
	Pages	No	N/A

**5. DOCUMENTS REQUIRED FOR THE EVALUATION OF FUNCTIONALITY**

*(Bidder to insert a tick (✓) in the "Returnable document" column to check which documents he/she returned with the bid)*

Bid document name	Returnable	
0	No	N/A
0	No	N/A
Annual/Audited Financial Statement/Management Account/Income and Expenditure Statements	No	N/A
#REF!	No	N/A
References provided from clients: provide 3 reference purchased orders/signed detailed reference letters/award letters from the clients detailing the actual work completed relating to construction.the letter must include company name,contactable references and the value of the contract.	No	N/A
#REF!	No	N/A
#REF!	No	N/A
#REF!	No	N/A
Tenderer's Project Management Structure and Organogram and Experience of Resources Proposed for the Project	No	N/A
Submission of a detailed organogram	No	N/A
All key project resources have more than (5) years' experience in the construction industry. All key project resources have experience in projects of a similar value and nature	No	N/A
Detailed CV. Traceable reference. Certificates of qualified professionals in their full employment to be attached.	No	N/A
Detailed CV of each team member (Category) and Traceable references to be detailed	No	N/A
All key project resources are dedicated full time for the duration of the project including proof of UIF contributions	No	N/A
Tenderer to demonstrate key/resource deployment over the various work package	No	N/A
Letter from a registered financial institution confirming intention to issue a provision of a guarantee	No	N/A
Site establishment indicating proposed layout for all prescribed facilities, hoarding, etc.	No	N/A
Resourcing strategy for the various work breakdown structures including resource deployment plan (PS)	No	N/A
Material storage, handling and distribution	No	N/A
Productivity, programming, resource investment, progress tracking, corrective action plans, etc.	No	N/A
Programme and progress reporting, including tracking of long lead procurement items	No	N/A
OHS Management, compliance and reporting	No	N/A
Site documentation control, filing and archiving	No	N/A
Queries and information required approach	No	N/A
Procurement of outsourced resources e.g. sub-contractors	No	N/A
	No	N/A
	No	N/A
	No	N/A
	No	N/A

**AUTHORITY TO SIGN A QUOTATION (ATTACH RESOLUTION LETTER)**

The bidder must indicate the enterprise status by signing the appropriate box hereunder.

(I) CLOSE CORPORATION	(II) COMPANIES	(III) SOLE PROPRIETOR	(IV) PARTNERSHIP	(V) CO-OPERATIVE	(VI) JOINT VENTURE / CONSORTIUM
					Incorporated
					Unincorporated

I/We, the undersigned, being the Member(s) of Cooperative/ Sole Owner (Sole Proprietor)/ Close Corporation/ Partners (Partnership)/ Company (Representative) or Lead Partner (Joint Venture / Consortium), in the enterprise trading as:

.....  
 hereby authorise Mr/Mrs/Ms .....  
 acting in the capacity of .....  
 whose signature is .....  
 to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

NAME	ADDRESS	SIGNATURE	DATE

*(if the space provided is not enough please list all the director in the resolution letter)*

**Note:**

The following document must be attached to this form according to the status of the enterprise, in the form of a resolution authorising the signatory to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise, and **such resolution shall include a specimen signature of the signatory.**

- Co-operative: Resolution letter from the directors
- Close Corporation: Resolution letter from the directors
- Company: Resolution letter from the director/s
- Sole Proprietor: Resolution letter from the director
- Partnership: Resolution letter from the director
- Joint Venture / Consortium: Resolution/agreement passed/reached' signed by the authorised representatives of the enterprises

**Note:** Director/s may appoint themselves if they will be the one signing all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

**Failure to complete, sign and date this form or failure to provide the certificate(s) in the form of a resolution as described above shall result in the tender being considered non-responsive and rejected.**

**T2.4 FINANCIAL STANDING AND OTHER RESOURCES OF BUSINESS  
 DECLARATION**

<b>Project title:</b>	<b>SUPPLY ,DELIVERY AND INSTALLATION OF 05X VOLTAGE REGULATORS AND 03 POWER INVERTERS</b>		
<b>Bid no:</b>	<b>2022071905/2022071906</b>	<b>Project Code:</b>	

**ATTACH COMPANY PROFILE TO THIS PAGE IF ALL THE RELEVANT INFORMATION REQUESTED ON THIS FORM IS DEALT WITH IN SAID COMPANY PROFILE**

- (a) Based on the track record determined on the Minimum Average Annual Turnover coupled to the assessed Works Capabilities of Contracting Enterprises, the Construction Industry Development Board (CIDB) awards Grading Designations and accordingly registers it on the system.  
 This confirms that a Contractor has, at the time of registration, in the absence of any supply side interventions, sufficient working capital to commence the Works for a single contract and render due performance.
- (b) However, it regularly occurs that a Contractor will at the same time submit Bids for a number of projects that are advertised during an overlapping period. Moreover, the Contractor may be busy with a Contract that is of the registered CIDB Grading Designation (value) or is even attending to a number of smaller valued Contracts.
- (c) It therefore becomes the prerogative of a Bidder in such instances to prove to the Department that the Enterprise has the capacity in every respect to attend to more than one (1) contract at a time.
- (d) A Bidder who wishes to be considered for this Bid Contract award, over and above other Bids that they have submitted, shall submit when requested by the DoEDTEA the necessary proof that:
  - (i) he/she has access to additional finance (inclusive of a PERFORMANCE GUARANTEE BY A REGISTERED FINANCIAL INSTITUTION),
  - (ii) he/she has additional Human Recourses available to successfully complete this project.
  - (iii) he/she has adequate Equipment, Plant and Machinery that all of the above can, undoubtedly, be sourced for this Bid. (Please submit to the DoEDTEA the name and contact details of the supplier if the Bidder is going to hire Equipment, Plant or Machinery, when requested.)

I, the undersigned, \_\_\_\_\_  
*(name of person authorized to sign on behalf of the Bidder)*

understand that it is the responsibility of the Bidder to prove and provide when requested by the DoEDTEA, evidence of the good Financial Standing of the Business to complete the Contract successfully.

Furthermore, it is understood that failure to provide when requested by DoEDTEA, at least the information as stated in paragraphs (d)(i)(ii) AND (iii) above will not enable the Evaluation Team to assess the CURRENT financial standing of the Business and the failure to provide said information when requested will, therefore, invalidate the Bid.

I accept and understand that the Department of Economic Development, Tourism and Environmental Affairs as representative of the Provincial Administration of KwaZulu-Natal in this Bid, may act against me and the Bidder, jointly and severally, should this declaration and/or any information provided be found to be false.

Duly signed at..... on this the..... day of..... 201...

\_\_\_\_\_  
 Full Name of Signatory

\_\_\_\_\_  
 Name of Enterprise

\_\_\_\_\_  
 Capacity of Signatory

\_\_\_\_\_  
 Signature of authorised representative



## KWAZULU-NATAL PROVINCE

ECONOMIC DEVELOPMENT, TOURISM  
AND ENVIRONMENTAL AFFAIRS  
REPUBLIC OF SOUTH AFRICA

### LIST OF DISTRICT MUNICIPALITIES TO TENDER FOR

- Bidders are requested to indicate with a tick on the table provided below for the district that they are bidding for, failing which the service provider will be disqualified:-

No.	Office	Tick
1	Description: Supply, Delivery and Installation of 01x Automatic Voltage Regulator and 01x Power Invertor  To be delivered at uGu District Municipality (Marburg Secondary School, Cnr. Main Harding & Deepvale Rd, Port Shepstone)	
2	Description: Supply, Delivery and Installation of 01x Automatic Voltage Regulator  To be delivered at King Cetshwayo District Municipality (Department of Agriculture office located at Ngwelezane)	
3	Description: Supply, Delivery and Installation of 01x Automatic Voltage Regulator and 01x Power Invertor  To be Delivered at uMgungundlovu District Municipality (Northdale Hospital in Pietermaritzburg)	
4	Description: Supply, Delivery and Installation of 01x Automatic Voltage Regulator  To be delivered at uThukela District Municipality (Vebena Road, Drakensberg Secondary School in Estcourt)	
5	Description: Supply, Delivery and Installation of 01x Power Invertor  To be delivered at iLembe District Municipality (iLembe auditorium in Stanger)	
6	Description: Supply, Delivery and Installation of 01x Automatic Voltage Regulator  To be delivered at Amajuba District Municipality (Armscor Dam, Newcastle)	

#### Submission of Proposals

Where a service provider is bidding for more than one district, bidders should submit separate quotation offer for each district and must be clearly specified accordingly. Failure to submit separate quotation offer will result in disqualification for that particular district.

**N.B: The Department reserves the right to award Establish/Operationalize containerized Automatic Voltage Regulator and Power Invertor facilities to one or more districts.**

**T2.10 TAX COMPLIANCE STATUS (TCS) PIN - TO VERIFY ON LINE COMPLIANCE SUPPLIER STATUS VIA SARS e-FILING**

<b>Project title:</b>	SUPPLY ,DELIVERY AND INSTALLATION OF 05X VOLTAGE REGULATORS AND 03 POWER INVERTERS		
<b>Quotation no:</b>	<b>2022071905/2022071906</b>	<b>Project Code:</b>	

**TAX CLEARANCE REQUIREMENTS**

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations. It is a condition of this Offer of Commission that your practice remains in good standing with SARS (South African Revenue Services) in terms of its tax clearance, during the project, which is required to process your payment certificates.

In order to meet this requirement bidders are required to apply via e-filing at any SARS branch office nationally. The Tax Compliance Status (TCS) requirements are also applicable to foreign bidders / individuals who wish to submit bids.

SARS will then furnish the bidder with a Tax Compliance Status (TCS) PIN that will be valid for a period of 1 (one) year from the date of approval.

In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Compliance Status (TCS) PIN.

Application for Tax Compliance Status (TCS) PIN can be done via e-filing at any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).

Tax Clearance Certificates may be printed via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za).

**IMPORTANT NOTICE**

The South African Revenue Services (SARS) has phased out the issuing of paper Tax Clearance Certificates.

From 18 April 2016 SARS introduced an enhanced Tax Compliance (TCS) system.

The new system allows taxpayers to obtain a Tax Compliance Status (PIN), which can be utilised by authorised third parties to verify taxpayers compliance status online via SARS e-filing.

Bidders are required to fill in clearly, legibly, in bold print and black ink the SARS (TCS) PIN number and Tax Reference number in the space hereunder:

<b>Tax Compliance Status (TCS) PIN Number</b>	
<b>Company / Bidding Entity Tax Reference Number</b>	

**Name of Bidder:** \_\_\_\_\_

**Signature of Bidder:** \_\_\_\_\_

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

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL 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 IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

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

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

1.2

- a) The value of this bid is estimated to ~~exceed~~ not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 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	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
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) **"price"** 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. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

4. POINTS AWARDED FOR PRICE

4.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20

or

90/10

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

Where

$P_s$  = Points scored for price of bid under consideration

$P_t$  = Price of bid under consideration

$P_{min}$  = Price of lowest acceptable bid

4.2 FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME-GENERATING PROCUREMENT

4.3 POINTS AWARDED FOR PRICE

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

80/20

or

90/10

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

Where

$P_s$  = Points scored for price of bid under consideration

$P_t$  = Price of bid under consideration

$P_{max}$  = Price of highest acceptable bid

5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

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

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

**6. BID DECLARATION**

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

**7. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1**

7.1 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.)

**8. SUB-CONTRACTING**

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

*(Tick applicable box)*

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

8.1.1 If yes, indicate:

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

*(Tick applicable box)*

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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

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

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

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 **TYPE OF COMPANY/ FIRM**

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

9.5 **DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

9.6 **COMPANY CLASSIFICATION**

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

9.8 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 .....

.....

.....

**SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE**

I, the undersigned,

<b>Full name &amp; Surname</b>	
<b>Identity number</b>	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf:

<b>Enterprise Name</b>	
<b>Trading Name (If Applicable):</b>	
<b>Registration Number</b>	
<b>Enterprise Physical Address:</b>	
<b>Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):</b>	
<b>Nature of Business:</b>	
<b>Definition of "Black People"</b>	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians –</p> <p>(c) who are citizens of the Republic of South Africa by birth or descent; or</p> <p>(d) who became citizens of the Republic of South Africa by naturalisation-                      III. before 27 April 1994; or                      IV. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"</p>
<b>Definition of "Black Designated Groups"</b>	<p>"Black Designated Groups means:</p> <p>(f) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;</p> <p>(g) Black people who are youth as defined in the National Youth Commission Act of 1996;</p> <p>(h) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act;</p> <p>(i) Black people living in rural and under developed areas;</p> <p>(j) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"</p>

3. I hereby declare under Oath that:

- The Enterprise is \_\_\_\_\_% Black Owned as per Amended Code Series 100 of the amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as amended by Act No 46 of 2013,
- The Enterprise is \_\_\_\_\_% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is \_\_\_\_\_% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
  - Black Youth % = \_\_\_\_\_%
  - Black Disabled % = \_\_\_\_\_%
  - Black Unemployed % = \_\_\_\_\_%
  - Black People living in Rural areas % = \_\_\_\_\_%
  - Black Military Veterans % = \_\_\_\_\_%
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of \_\_\_\_\_, the annual Total Revenue was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),
- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

100% Black Owned	<b>Level One</b> (135% B-BBEE procurement recognition level)	
At Least 51% black owned	<b>Level Two</b> (125% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise, which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

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

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

Stamp

\_\_\_\_\_  
Signature of Commissioner of Oaths

**EME'S AND QSE'S MUST COMPLETE THE FOLLOWING APPLICABLE AFFIDAVIT FORM TO CLAIM PREFERENCE POINTS**

**SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE**

I, the undersigned,

<b>Full name &amp; Surname</b>	
<b>Identity number</b>	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf:

<b>Enterprise Name</b>	
<b>Trading Name (If Applicable):</b>	
<b>Registration Number</b>	
<b>Enterprise Physical Address:</b>	
<b>Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):</b>	
<b>Nature of Business:</b>	
<b>Definition of "Black People"</b>	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation- I. before 27 April 1994; or II. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"
<b>Definition of "Black Designated Groups"</b>	"Black Designated Groups means: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"

3. I hereby declare under Oath that:

- The Enterprise is \_\_\_\_\_% Black Owned as per Amended Code Series 100 of the amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as amended by Act No 46 of 2013,
- The Enterprise is \_\_\_\_\_% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is \_\_\_\_\_% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
  - Black Youth % = \_\_\_\_\_%
  - Black Disabled % = \_\_\_\_\_%
  - Black Unemployed % = \_\_\_\_\_%
  - Black People living in Rural areas % = \_\_\_\_\_%
  - Black Military Veterans % = \_\_\_\_\_%
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of \_\_\_\_\_, the annual Total Revenue was R10,000,000.00 (Ten Million Rands) or less
- Please Confirm on the below table the B-BBEE Level Contributor, by **ticking the applicable box.**

100% Black Owned	<b>Level One</b> (135% B-BBEE procurement recognition level)	
At least 51% Black Owned	<b>Level Two</b> (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	<b>Level Four</b> (100% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise, which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

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

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

**Stamp**

\_\_\_\_\_  
Signature of Commissioner of Oaths



## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

### 2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

---

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

.....  
.....

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

2.3.1 If so, furnish particulars:

.....  
.....

**3 DECLARATION**

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

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

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

investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....	.....
Signature	Date
.....	.....
Position	Name of bidder

**C1.1: FORM OF OFFER AND ACCEPTANCE**

2022071905/2022071906

**OFFER**

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

**Description: Supply , Delivery and Installation of Adjustable Automatic Voltage Regulator Relay - uMgungundlovu District Municipality (Northdale Hospital in Pietermaritzburg)**

**Description: Supply , Delivery and Installation of Power Invertor - uMgungudlovu District Municipality ( Northdale Hospital in Pietermaritzburg)**

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

**THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:**

<b>Amount (in words):</b>	
<b>Amount in figures:</b>	R

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

<b>Signature (s)</b>			
<b>Name (s)</b>			
<b>Capacity</b>			
<b>For the tenderer</b>			
	(Name and address of tenderer)		
<b>Name and signature of witness</b>		<b>Date</b>	

**ACCEPTANCE**

By signing this part of this Form of Offer and Acceptance, the Employer identified below, accepts the Tenderer's **The terms of the contract, are contained in:**

- Part C1 Agreement and Contract Data, (which includes this agreement)
- Part C2 Pricing data
- Part C3 Scope of work.
- Part C4 Site information and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the returnable schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this form of offer and acceptance. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five (5) working days of the date of such receipt notifies the employer in writing of any reason why he/she cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

<b>Signature (s)</b>			
<b>Name (s)</b>			
<b>Capacity</b>			
<b>For the employer</b>			
	<i>(Name and address of employer)</i>		
<b>Name and signature of witness</b>			

**Schedule of Deviations**

Notes:

1. The extent of deviations from the tender documents issued by the employer before the tender closing date is limited to those permitted in terms of the conditions of tender.
2. A tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

<b>1. Subject:</b>
<b>Details:</b>
<b>2. Subject:</b>
<b>Details:</b>
<b>3. Subject:</b>
<b>Details:</b>
<b>4. Subject:</b>
<b>Details:</b>

By the duly authorised representatives signing this agreement, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the returnable schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

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

**C1.1: FORM OF OFFER AND ACCEPTANCE**

2022071905/2022071906

**OFFER**

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

**Description: Supply , Delivery and Installation of Adjustable Automatic Voltage Regulator Relay -Ugu District Municipality (Marburg Secondary School , Cnr, Main Harding & Deepvale Rd, PortShepstone)**

**Description: Supply, Delivery and Installation of Power Invertor -Ugu District Municipality (Marburg Secondary School , Cnr, Main Harding & Deepvale Rd, PortShepstone)**

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

**THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:**

<b>Amount (in words):</b>	
<b>Amount in figures:</b>	R

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

<b>Signature (s)</b>			
<b>Name (s)</b>			
<b>Capacity</b>			
<b>For the tenderer</b>			
	(Name and address of tenderer)		
<b>Name and signature of witness</b>		<b>Date</b>	

**ACCEPTANCE**

By signing this part of this Form of Offer and Acceptance, the Employer identified below, accepts the Tenderer's **The terms of the contract, are contained in:**

- Part C1 Agreement and Contract Data, (which includes this agreement)
- Part C2 Pricing data
- Part C3 Scope of work.

- Part C4 Site information and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the returnable schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this form of offer and acceptance. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five (5) working days of the date of such receipt notifies the employer in writing of any reason why he/she cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

<b>Signature (s)</b>			
<b>Name (s)</b>			
<b>Capacity</b>			
<b>For the employer</b>			
	<i>(Name and address of employer)</i>		
<b>Name and signature of witness</b>			



**Schedule of Deviations**

**Notes:**

1. The extent of deviations from the tender documents issued by the employer before the tender closing date is limited to those permitted in terms of the conditions of tender.
2. A tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

<b>1. Subject:</b>
<b>Details:</b>

<b>2. Subject:</b>
<b>Details:</b>

<b>3. Subject:</b>
<b>Details:</b>

<b>4. Subject:</b>
<b>Details:</b>

By the duly authorised representatives signing this agreement, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the returnable schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

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

**C1.1: FORM OF OFFER AND ACCEPTANCE**

2022071905/2022071906

**OFFER**

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

**Description: Supply , Delivery and Installation of Adjustable Automatic Voltage Regulator Relay - uThukela District Municipality (Verbena Road, Drakensberg Secondary School in Estcourt)**

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

**THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:**

<b>Amount (in words):</b>	
<b>Amount in figures:</b>	R

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

<b>Signature (s)</b>			
<b>Name (s)</b>			
<b>Capacity</b>			
<b>For the tenderer</b>			
	(Name and address of tenderer)		
<b>Name and signature of witness</b>		<b>Date</b>	

**ACCEPTANCE**

By signing this part of this Form of Offer and Acceptance, the Employer identified below, accepts the Tenderer's

**The terms of the contract, are contained in:**

- Part C1 Agreement and Contract Data, (which includes this agreement)
- Part C2 Pricing data
- Part C3 Scope of work.

- Part C4 Site information and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the returnable schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this form of offer and acceptance. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five (5) working days of the date of such receipt notifies the employer in writing of any reason why he/she cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

<b>Signature (s)</b>			
<b>Name (s)</b>			
<b>Capacity</b>			
<b>For the employer</b>			
	<i>(Name and address of employer)</i>		
<b>Name and signature of witness</b>			

**Schedule of Deviations**

Notes:

1. The extent of deviations from the tender documents issued by the employer before the tender closing date is limited to those permitted in terms of the conditions of tender.
2. A tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

<b>1. Subject:</b>
<b>Details:</b>

<b>2. Subject:</b>
<b>Details:</b>

<b>3. Subject:</b>
<b>Details:</b>

<b>4. Subject:</b>
<b>Details:</b>

By the duly authorised representatives signing this agreement, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the returnable schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

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

**C1.1: FORM OF OFFER AND ACCEPTANCE**

2022071905/2022071906

**OFFER**

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

**Description: Supply , Delivery and Installation of Adjustable Automatic Voltage Regulator Relay - aMajuba District Municipality (Armscor Dam, Newcastle)**

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

**THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:**

<b>Amount (in words):</b>	
<b>Amount in figures:</b>	R

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

<b>Signature (s)</b>			
<b>Name (s)</b>			
<b>Capacity</b>			
<b>For the tenderer</b>	(Name and address of tenderer)		
<b>Name and signature of witness</b>		<b>Date</b>	

**ACCEPTANCE**

By signing this part of this Form of Offer and Acceptance, the Employer identified below, accepts the Tenderer's

**The terms of the contract, are contained in:**

- Part C1 Agreement and Contract Data, (which includes this agreement)
- Part C2 Pricing data
- Part C3 Scope of work.
- Part C4 Site information and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the returnable schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this form of offer and acceptance. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Quotations: Minor Works

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five (5) working days of the date of such receipt notifies the employer in writing of any reason why he/she cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

<b>Signature (s)</b>			
<b>Name (s)</b>			
<b>Capacity</b>			
<b>For the employer</b>			
	<i>(Name and address of employer)</i>		
<b>Name and signature of witness</b>			

**Schedule of Deviations**

**Notes:**

1. The extent of deviations from the tender documents issued by the employer before the tender closing date is limited to those permitted in terms of the conditions of tender.
2. A tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

<b>1. Subject:</b>
<b>Details:</b>

<b>2. Subject:</b>
<b>Details:</b>

<b>3. Subject:</b>
<b>Details:</b>

<b>4. Subject:</b>
<b>Details:</b>

By the duly authorised representatives signing this agreement, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the returnable schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

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

**C1.1: FORM OF OFFER AND ACCEPTANCE**

2022071905/2022071906

**OFFER**

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

**Description: Supply , Delivery and Installation of Adjustable Automatic Voltage Regulator Relay -King Cetshwayo District Municipality (Department of Agriculture office located at Ngwelezane)**

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

**THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:**

<b>Amount (in words):</b>	
<b>Amount in figures:</b>	R

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

<b>Signature (s)</b>			
<b>Name (s)</b>			
<b>Capacity</b>			
<b>For the tenderer</b>			
	(Name and address of tenderer)		
<b>Name and signature of witness</b>		<b>Date</b>	

**ACCEPTANCE**

By signing this part of this Form of Offer and Acceptance, the Employer identified below, accepts the Tenderer's

**The terms of the contract, are contained in:**

- Part C1 Agreement and Contract Data, (which includes this agreement)
- Part C2 Pricing data
- Part C3 Scope of work.
  
- Part C4 Site information and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the returnable schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this form of offer and acceptance. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.



Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five (5) working days of the date of such receipt notifies the employer in writing of any reason why he/she cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

<b>Signature (s)</b>			
<b>Name (s)</b>			
<b>Capacity</b>			
<b>For the employer</b>			
	<i>(Name and address of employer)</i>		
<b>Name and signature of witness</b>			

**Schedule of Deviations**

Notes:

1. The extent of deviations from the tender documents issued by the employer before the tender closing date is limited to those permitted in terms of the conditions of tender.
2. A tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

<b>1. Subject:</b>
Details:

<b>2. Subject:</b>
Details:

<b>3. Subject:</b>
Details:

<b>4. Subject:</b>
Details:

By the duly authorised representatives signing this agreement, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the returnable schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

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

**C1.1: FORM OF OFFER AND ACCEPTANCE**

2022071905/2022071906

**OFFER**

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

**Description: Supply , Delivery and Installation of Power Invertor - iLembe District Municipality (iLembe Auditorium in Stanger)**

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

**THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:**

<b>Amount (in words):</b>	
<b>Amount in figures:</b>	R

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

<b>Signature (s)</b>			
<b>Name (s)</b>			
<b>Capacity</b>			
<b>For the tenderer</b>			
	(Name and address of tenderer)		
<b>Name and signature of witness</b>		<b>Date</b>	

**ACCEPTANCE**

By signing this part of this Form of Offer and Acceptance, the Employer identified below, accepts the Tenderer's **The terms of the contract, are contained in:**

- Part C1 Agreement and Contract Data, (which includes this agreement)
- Part C2 Pricing data
- Part C3 Scope of work.
- Part C4 Site information and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the returnable schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this form of offer and acceptance. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five (5) working days of the date of such receipt notifies the employer in writing of any reason why he/she cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

<b>Signature (s)</b>			
<b>Name (s)</b>			
<b>Capacity</b>			
<b>For the employer</b>			
	<i>(Name and address of employer)</i>		
<b>Name and signature of witness</b>			

**Schedule of Deviations**

**Notes:**

1. The extent of deviations from the tender documents issued by the employer before the tender closing date is limited to those permitted in terms of the conditions of tender.
2. A tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

<b>1. Subject:</b>
<b>Details:</b>

<b>2. Subject:</b>
<b>Details:</b>

<b>3. Subject:</b>
<b>Details:</b>

<b>4. Subject:</b>
<b>Details:</b>

By the duly authorised representatives signing this agreement, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the returnable schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

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

**PART C2: PRICING DATA**

<b>Project title:</b>	<b>SUPPLY ,DELIVERY AND INSTALLATION OF 05X VOLTAGE REGULATORS AND 03 POWER INVERTERS</b>		
<b>Quotation no:</b>	<b>2022071905/2022071906</b>	<b>Project Code:</b>	

**C2.1 Pricing Instructions**

The Bidder's prices must be provided in accordance with the scope of work i.e. the prices, rates and quantities to be included in the Pricing Schedule for the work described under several items. An item against which no price is entered will be considered to be covered by prices in the Pricing Schedule. Where any item is not relevant to this specific contract, such item is marked N/A (signifying "not applicable")

The method of measurement herein will be the only method of measurement recognized in connection with this contract.

All equipment or materials used in this contract is to be that which is specified or other approved (other approved means where approval is given by the Head: Works prior to the close of the quotation).

The Pricing Schedule is to indicate VALUE ADDED TAX payable by the Employer separately in addition to the total Quoted prices. The Quotation Offer must indicate prices inclusive of VALUE ADDED TAX.

The Bidders obligation in pricing the Quotation offer and the Employer's undertakings in checking and corrections of arithmetical errors are indicated in the Annexure A - Standard Conditions of Quotation.

The Conditions of Contract referred to in this document must be understood and read by the Contractor and will be taken to apply at all times to the work which this Contract refers. The contractor must allow whatever price or costs he may consider necessary to provide for the carrying out and due observance of the aforesaid Conditions of Contract.

**INSTRUCTIONS TO POTENTIAL SERVICE PROVIDERS**

1. The bidder must be registered with National Treasury’s Central Suppliers Database. (Proof to be furnished herewith}
2. The bidder’s quotation should clearly indicate the validity period.
3. Quotations must be fully completed in all respects.
4. If you are a VAT vendor, please indicate your VAT number.
5. Please confirm that your banking details are still the same. If these have changed, please contact the Department for a new Bas Entity Registration form.
6. The attached disclosure forms must be fully completed and returned. Failure to submit fully completed disclosure form will result in disqualification.
7. **The attached ownership demographic schedule MUST be completed.**
8. Tenderers are required to submit proof of B-BBEE Status Level of contributor. Proof includes valid B-BBEE Status Level Verification Certificates together with their tender or price quotation, to substantiate their B-BBEE rating claims/ Sworn affidavit signed by the EME representative and attested by a Commissioner of oaths/ B-BBEE certificate issued by the Companies and Intellectual Commission.
9. Quotations received after the closing date and time will not be accepted.
10. Use of correction fluid is prohibited.
11. Proof of authority to sign quotation documents must be attached (Resolution Letter)

QUOTATION NUMBER: 2022071905

<b>DESCRIPTION: SUPPLY, DELIVERY AND INSTALLATION OF AUTOMATIC VOLTAGE REGULATOR</b>	<b>QUANTITY</b>	<b>UNIT PRICE</b>	<b>TOTAL PRICE</b>
<b>Adjustable Automatic Voltage Regulator Relay</b> <ul style="list-style-type: none"> <li>• 230V; 50Hz</li> <li>• Adjustable Maximum and Minimum Voltage</li> <li>• 3-4Kw</li> <li>• 15-25 Amps</li> </ul>	01		
<b>NB: REQUIRED CIDB GRADING -1EB</b>			
<b>For enquiries please contact Zama Mtembu on 066 054 2100</b>			
<b>To be delivered at Verbena Road, Drakensberg Secondary School in Estcourt, uThukela District Municipality.</b>			
<b>SUB-TOTAL PRICE</b>			

VAT (only include if VAT registered)			
GRAND -TOTAL PRICE			

Name of Company.....

Name of Representative.....Designation.....

Authorized Signature.....

Date.....

Validity period: *60 days after the closing date*

VAT Vendor Number.....(if applicable)

Banking details same? Yes..... No.....( please indicate with a tick)

COMPANY STAMP



**INSTRUCTIONS TO POTENTIAL SERVICE PROVIDERS**

1. The bidder must be registered with National Treasury’s Central Suppliers Database. (Proof to be furnished herewith)
2. The bidder’s quotation should clearly indicate the validity period.
3. Quotations must be fully completed in all respects.
4. If you are a VAT vendor, please indicate your VAT number.
5. Please confirm that your banking details are still the same. If these have changed, please contact the Department for a new Bas Entity Registration form.
6. The attached disclosure forms must be fully completed and returned. Failure to submit fully completed disclosure form will result in disqualification.
7. **The attached ownership demographic schedule MUST be completed.**
8. Tenderers are required to submit proof of B-BBEE Status Level of contributor. Proof includes valid B-BBEE Status Level Verification Certificates together with their tender or price quotation, to substantiate their B-BBEE rating claims/ Sworn affidavit signed by the EME representative and attested by a Commissioner of oaths/ B-BBEE certificate issued by the Companies and Intellectual Commission.
9. Quotations received after the closing date and time will not be accepted.
10. Use of correction fluid is prohibited.
11. Proof of authority to sign quotation documents must be attached (Resolution Letter)

QUOTATION NUMBER: 2022071905

<b>DESCRIPTION: SUPPLY, DELIVERY AND INSTALLATION OF AUTOMATIC VOLTAGE REGULATOR</b>	<b>QUANTITY</b>	<b>UNIT PRICE</b>	<b>TOTAL PRICE</b>
<b>Adjustable Automatic Voltage Regulator Relay</b> <ul style="list-style-type: none"> <li>• 230V; 50Hz</li> <li>• Adjustable Maximum and Minimum Voltage</li> <li>• 3-4Kw</li> <li>• 15-25 Amps</li> </ul>	01		
<b>NB: REQUIRED CIDB GRADING -1EB</b>			
<b>For enquiries please contact Zama Mtembu on 066 054 2100</b>			
<b>To be delivered Armscor Dam, Newcastle, Amajuba District Municipality.</b>			
<b>SUB-TOTAL PRICE</b>			
<b>VAT (only include if VAT registered)</b>			

GRAND -TOTAL PRICE			
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Name of Company.....

Name of Representative.....Designation.....

Authorized Signature.....

Date.....

Validity period: *60 days after the closing date*

VAT Vendor Number.....(if applicable)

Banking details same? Yes..... No.....( please indicate with a tick)

COMPANY STAMP

## INSTRUCTIONS TO POTENTIAL SERVICE PROVIDERS

1. The bidder must be registered with National Treasury's Central Suppliers Database. (Proof to be furnished herewith}
2. The bidder's quotation should clearly indicate the validity period.
3. Quotations must be fully completed in all respects.
4. If you are a VAT vendor, please indicate your VAT number.
5. Please confirm that your banking details are still the same. If these have changed, please contact the Department for a new Bas Entity Registration form.
6. The attached disclosure forms must be fully completed and returned. Failure to submit fully completed disclosure form will result in disqualification.
7. **The attached ownership demographic schedule MUST be completed.**
8. Tenderers are required to submit proof of B-BBEE Status Level of contributor. Proof includes valid B-BBEE Status Level Verification Certificates together with their tender or price quotation, to substantiate their B-BBEE rating claims/ Sworn affidavit signed by the EME representative and attested by a Commissioner of oaths/ B-BBEE certificate issued by the Companies and Intellectual Commission.
9. Quotations received after the closing date and time will not be accepted.
10. Use of correction fluid is prohibited.
11. Proof of authority to sign quotation documents must be attached (Resolution Letter)

QUOTATION NUMBER: 2022071905

DESCRIPTION: SUPPLY, DELIVERY AND INSTALLATION OF AUTOMATIC VOLTAGE REGULATOR	QUANTITY	UNIT PRICE	TOTAL PRICE
<b>Adjustable Automatic Voltage Regulator Relay</b> <ul style="list-style-type: none"> <li>• 230V; 50Hz</li> <li>• Adjustable Maximum and Minimum Voltage</li> <li>• 3-4Kw</li> <li>• 15-25 Amps</li> </ul>	01		
<b>NB: REQUIRED CIDB GRADING -1EB</b>			
<b>For enquiries please contact Zama Mtembu on 066 054 2100</b>			
<b>To be delivered at department OF Agriculture office located at Ngwelezane, King Cetshwayo District Municipality.</b>			
<b>SUB-TOTAL PRICE</b>			

VAT (only include if VAT registered)			
GRAND -TOTAL PRICE			

Name of Company.....

Name of Representative.....Designation.....

Authorized Signature.....

Date.....

Validity period: *60 days after the closing date*

VAT Vendor Number.....(if applicable)

Banking details same? Yes..... No.....( please indicate with a tick)

COMPANY STAMP

**INSTRUCTIONS TO POTENTIAL SERVICE PROVIDERS**

1. The bidder must be registered with National Treasury’s Central Suppliers Database. (Proof to be furnished herewith)
2. The bidder’s quotation should clearly indicate the validity period.
3. Quotations must be fully completed in all respects.
4. If you are a VAT vendor, please indicate your VAT number.
5. Please confirm that your banking details are still the same. If these have changed, please contact the Department for a new Bas Entity Registration form.
6. The attached disclosure forms must be fully completed and returned. Failure to submit fully completed disclosure form will result in disqualification.
7. **The attached ownership demographic schedule MUST be completed.**
8. Tenderers are required to submit proof of B-BBEE Status Level of contributor. Proof includes valid B-BBEE Status Level Verification Certificates together with their tender or price quotation, to substantiate their B-BBEE rating claims/ Sworn affidavit signed by the EME representative and attested by a Commissioner of oaths/ B-BBEE certificate issued by the Companies and Intellectual Commission.
9. Quotations received after the closing date and time will not be accepted.
10. Use of correction fluid is prohibited.
11. Proof of authority to sign quotation documents must be attached (Resolution Letter)

QUOTATION NUMBER: 2022071905/2022071906

<b>DESCRIPTION: SUPPLY, DELIVERY AND INSTALLATION OF AUTOMATIC VOLTAGE REGULATOR AND POWER INVERTER</b>	<b>QUANTITY</b>	<b>UNIT PRICE</b>	<b>TOTAL PRICE</b>
<b>Adjustable Automatic Voltage Regulator Relay</b> <ul style="list-style-type: none"> <li>• 230V; 50Hz</li> <li>• Adjustable Maximum and Minimum Voltage</li> <li>• 3-4Kw</li> <li>• 15-25 Amps</li> </ul>	01		
<b>Power Inverters</b> <ul style="list-style-type: none"> <li>• 5Kva, 5Kw</li> <li>• Input 220Vac ,50Hz</li> <li>• Output 220Vac ,50Hz</li> <li>• DC Input 48 V</li> </ul>	01		
<b>NB: REQUIRED CIDB GRADING -1EB</b>			

<b>For enquiries please contact Zama Mtembu on 066 054 2100</b>			
<b>To be delivered at Marburg Secondary School, Cnr. Main Harding &amp; Deepvale Rd, Port Shepstone, uGu District Municipality.</b>			
<b>SUB-TOTAL PRICE</b>			
<b>VAT (only include if VAT registered)</b>			
<b>GRAND -TOTAL PRICE</b>			

**Name of Company**.....

**Name of Representative**.....**Designation**.....

**Authorized Signature**.....

**Date**.....

**Validity period: 60 days after the closing date**.....

**VAT Vendor Number**.....(if applicable)

**Banking details same? Yes**..... **No**.....( please indicate with a tick)

**COMPANY STAMP**

**INSTRUCTIONS TO POTENTIAL SERVICE PROVIDERS**

1. The bidder must be registered with National Treasury’s Central Suppliers Database. (Proof to be furnished herewith)
2. The bidder’s quotation should clearly indicate the validity period.
3. Quotations must be fully completed in all respects.
4. If you are a VAT vendor, please indicate your VAT number.
5. Please confirm that your banking details are still the same. If these have changed, please contact the Department for a new Bas Entity Registration form.
6. The attached disclosure forms must be fully completed and returned. Failure to submit fully completed disclosure form will result in disqualification.
7. **The attached ownership demographic schedule MUST be completed.**
8. Tenderers are required to submit proof of B-BBEE Status Level of contributor. Proof includes valid B-BBEE Status Level Verification Certificates together with their tender or price quotation, to substantiate their B-BBEE rating claims/ Sworn affidavit signed by the EME representative and attested by a Commissioner of oaths/ B-BBEE certificate issued by the Companies and Intellectual Commission.
9. Quotations received after the closing date and time will not be accepted.
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QUOTATION NUMBER: 2022071905/2022071906

<b>DESCRIPTION: SUPPLY, DELIVERY AND INSTALLATION OF AUTOMATIC VOLTAGE REGULATOR AND POWER INVERTER</b>	<b>QUANTITY</b>	<b>UNIT PRICE</b>	<b>TOTAL PRICE</b>
<b>Adjustable Automatic Voltage Regulator Relay</b> <ul style="list-style-type: none"> <li>• 230V; 50Hz</li> <li>• Adjustable Maximum and Minimum Voltage</li> <li>• 3-4Kw</li> <li>• 15-25 Amps</li> </ul>	01		
<b>Power Inverters</b> <ul style="list-style-type: none"> <li>• 5Kva, 5Kw</li> <li>• Input 220Vac ,50Hz</li> <li>• Output 220Vac ,50Hz</li> <li>• DC Input 48 V</li> </ul>	01		
<b>NB: REQUIRED CIDB GRADING -1EB</b>			

For enquiries please contact Zama Mtembu on 066 054 2100			
To be delivered at Northdale Hospital in Pietermaritzburg, uMgungundlovu District Municipality.			
<b>SUB-TOTAL PRICE</b>			
<b>VAT (only include if VAT registered)</b>			
<b>GRAND -TOTAL PRICE</b>			

Name of Company.....

Name of  
Representative.....Designation.....

Authorized Signature.....

Date.....

Validity period: 60 days after the closing date.....

VAT Vendor Number.....(if applicable)

Banking details same? Yes..... No.....( please indicate with a tick)

**COMPANY STAMP**



## INSTRUCTIONS TO POTENTIAL SERVICE PROVIDERS

1. The bidder must be registered with National Treasury's Central Suppliers Database. (Proof to be furnished herewith)
2. The bidder's quotation should clearly indicate the validity period.
3. Quotations must be fully completed in all respects.
4. If you are a VAT vendor, please indicate your VAT number.
5. Please confirm that your banking details are still the same. If these have changed, please contact the Department for a new Bas Entity Registration form.
6. The attached disclosure forms must be fully completed and returned. Failure to submit fully completed disclosure form will result in disqualification.
7. **The attached ownership demographic schedule MUST be completed.**
8. Tenderers are required to submit proof of B-BBEE Status Level of contributor. Proof includes valid B-BBEE Status Level Verification Certificates together with their tender or price quotation, to substantiate their B-BBEE rating claims/ Sworn affidavit signed by the EME representative and attested by a Commissioner of oaths/ B-BBEE certificate issued by the Companies and Intellectual Commission.
9. Quotations received after the closing date and time will not be accepted.
10. Use of correction fluid is prohibited.
11. Proof of authority to sign quotation documents must be attached (Resolution Letter)

**QUOTATION NUMBER: 2022071906**

<b>DESCRIPTION: SUPPLY, DELIVER AND INSTALLATION OF POWER INVERTERS</b>	<b>QUANTITY</b>	<b>UNIT PRICE</b>	<b>TOTAL PRICE</b>
Power Inverters <ul style="list-style-type: none"><li>• 5Kva, 5Kw</li><li>• Input 220Vac ,50Hz</li><li>• Output 220Vac ,50Hz</li><li>• DC Input 48 V</li></ul>	01		
<b>NB: REQUIRED CIDB GRADING -1EB</b>			
<b>For enquiries please contact Zama Mtembu on 066 054 2100</b>			
<b>To be delivered at, iLembe Auditorium in Stanger, iLembe District Municipality.</b>			
<b>SUB-TOTAL PRICE</b>			
<b>VAT (only include if VAT registered)</b>			
<b>GRAND TOTAL PRICE</b>			

Name of Company.....

Name of Representative..... Designation.....

Authorized Signature.....

Date.....

Validity period: 60 days after the closing date.....

VAT Vendor Number.....(if applicable)

Banking details same? Yes..... No.....( please indicate with a tick)

COMPANY STAMP