

THE APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO PROVIDE AIR QUALITY MONITORING AND REPORTING FOR THE SANPC REFINERY SITE FOR A PERIOD OF 36 MONTHS.

RFP NUMBER:	AIR/04/2025
ISSUE DATE:	30 JUNE 2025
CLOSING DATE:	21 JULY 2025 @12H00, MIDDAY
TENDER VALIDITY PERIOD:	120 DAYS FROM THE CLOSING DATE (18 NOVEMBER 2025)

## SCHEDULE OF TENDER DOCUMENTS

Part No	Page
PART 1: NOTICE TO BIDDERS .....	4
1 INVITATION TO TENDER .....	4
2 BRIEFING SESSION .....	4
3 DELIVERY INSTRUCTIONS FOR RFP .....	4
4 COMMUNICATION .....	4
5 INSTRUCTIONS FOR COMPLETING THE RFP.....	5
6 REPUDIATIONS .....	5
7 REASONS FOR DISQUALIFICATION .....	6
8 LEGAL REVIEW .....	6
PART 2: BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS.....	7
1. BACKGROUND OF THE PROJECT/SCOPE OF WORK .....	7
2. GENERAL SERVICE PROVIDER OBLIGATIONS.....	7
3. EVALUATION METHODOLOGY .....	7
PART 3: PROPOSAL FORM.....	8
PART 4: SIGNING POWER – RESOLUTION OF BOARD OF DIRECTORS .....	12
PART 5: CERTIFICATE OF ACQUAINTANCE WITH RFP DOCUMENTS.....	13
PART 6: CERTIFICATE OF ACQUAINTANCE WITH SCOPE OF WORK .....	15
PART 7: BREACH OF LAW FORM.....	16

### ANNEXURES:

Annexure A:	Scope of work and Evaluation criteria
SBD 1:	Invitation to Bid
SBD 4:	Bidders disclosure
SBD 6.1:	Preference points claim form in terms of the preferential procurement regulations 2022.

## LIST OF ACRONYMS

CEF (SOC) LTD	Central Energy Fund – State Owned Company Limited
EME	Exempted Micro Enterprise
GBC	General Tender Conditions
ID	Identity Document
JV	Joint Venture
LOA	Letter of Award
NDA	Non-Disclosure Agreement
PTN	Post-Tender Negotiations
QSE	Qualifying Small Enterprise
RFP	Request for Proposal
SME	Small Medium Enterprise
SOC	State Owned Company
VAT	Value-Added Tax
ZAR	South African Rand

## PART 1: NOTICE TO BIDDERS

### 1 INVITATION TO TENDER

Submissions to this RFP [hereinafter referred to as a Tender or a Proposal] are requested from persons, companies, close corporations or enterprises [hereinafter referred to as an entity, or Bidder].

Bidders must ensure that tenders are delivered timeously to the correct email address. As a rule, if a tender is late or delivered to the incorrect **email address**, it will not be accepted for consideration.

### 2 BRIEFING SESSION

N/A

### 3 DELIVERY INSTRUCTIONS FOR RFP

#### 3.1 Delivery by Email

The proposals must be submitted via email to this mailbox: [scm-facility@cefgroup.co.za](mailto:scm-facility@cefgroup.co.za)

It should also be noted that late emails will be disqualified from further evaluation.

***NB: Links will not be accepted, it will lead to disqualification.***

### 4 COMMUNICATION

- For specific **technical and procurement queries**, the dedicated CEF (SOC) Ltd employee is **McKenzy Manana** with email [McKenzyM@cefgroup.co.za](mailto:McKenzyM@cefgroup.co.za).
- After the closing date of the RFP, a bidder may only communicate with the Procurement Department, specific person for this RFP on any matter relating to this RFP.
- Bidders are to note that changes to its submission will not be considered after the closing date.
- Bidders are warned that a proposal will be liable to disqualification should any attempt be made by a bidder either directly or indirectly to canvass any officer or employee of CEF (SOC) Ltd in respect of this RFP between the closing date and the date of the award of the business. Furthermore, bidders found to be in collusion with one another will be automatically disqualified and restricted from doing business with CEF (SOC) Ltd in the future.

## **5 INSTRUCTIONS FOR COMPLETING THE RFP**

- All returnable documents in the proposal form [Part 3] must be returned with your Proposal.
- Unless otherwise expressly stated, all Proposals furnished pursuant to this RFP shall be deemed to be offers. Any exceptions to this statement must be clearly and specifically indicated.
- The successful bidder [hereinafter referred to as the Service Provider] shall be in full and complete compliance with all applicable laws and regulations.

## **6 REPUDIATIONS**

Bidders are hereby advised that CEF (SOC) Ltd is not committed to any course of action as a result of its issuance of this RFP and/or its receipt of proposals. In particular, please note that CEF (SOC) Ltd reserves the right to:

- Modify the RFP's services and request bidders to re-tender on any such changes.
- Reject any proposal which does not conform to instructions and scope of work which are detailed herein.
- Disqualify proposals submitted after the stated submission deadline [closing date];
- Not necessarily accept the lowest priced proposal or an alternative tender.
- Reject all proposals, if it so decides.
- Withdraw the RFP on good cause shown.
- Award a contract in connection with this proposal at any time after the RFP's closing date.
- Award a contract for only a portion of the proposed services which are reflected in the scope of this RFP.
- Split the award of the contract between more than one bidder; or
- Make no award of a contract.
- Remove or add scope of work during the contract period.

In addition, CEF (SOC) Ltd reserves the right to exclude any bidder from the tendering process who has been found guilty of a serious breach of law during the preceding 5 [five] years, including but not limited to breaches of the Competition Act 89 of 1998. Bidders are required to declare such serious breach of law during the past 5 [five] years in Part 7 [Breach of Law].

Furthermore, CEF (SOC) Ltd reserves or its authorised representatives to conduct a “due diligence” on tender(s) regarding the Bidder’s legal and empowerment status, technical ability, creditworthiness, security clearance, etc. By submitting a tender, bidder (s) undertakes to co-operate fully in this regard, within two days of receiving notification from CEF (SOC) Ltd.

CEF (SOC) Ltd reserves the right to undertake post-tender negotiations [PTN] with selected bidders or any number of short-listed bidders, such PTN to include, at CEF (SOC) Ltd’s option, any evaluation criteria listed in this RFP document.

CEF (SOC) Ltd reserves the right to award the business to the highest scoring bidder/s unless objective criteria justify the award to another bidder.

Kindly note that CEF (SOC) Ltd will not reimburse any bidder for any preparatory costs or other work performed in connection with its proposal, whether or not the bidder is awarded a contract.

## 7 REASONS FOR DISQUALIFICATION

CEF reserves the right to disqualify any bidder on the following basis.

- Bidders who do not submit a valid Tax compliance status and / or proof of application of such as endorsed by SARS on the closing date and time of the bid submission and / or failure to provide the CEF with its SARS issued Tax Verification PIN code giving access to the CEF to electronically verify tax compliance.
- Bidders who submit incomplete information and documentation according to the requirements of this RFP document.
- Bidders who submit information that is fraudulent, factually untrue or inaccurate information.
- Bidders who receive information not available to other potential bidders through fraudulent means.

## 8 LEGAL REVIEW

- a) A proposal submitted by a bidder will be subjected to review and acceptance or rejection of its proposed contractual terms and conditions by CEF (SOC) Ltd’s Legal Counsel, prior to consideration for an award of business.
- b) ***CEF reserves the right to subject a bidder to security screening by Security State Agency (SSA) before appointment, undertaking the project or delivering goods or services.***

## **PART 2: BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS**

### **1. BACKGROUND OF THE PROJECT/SCOPE OF WORK**

Refer to Annexure A: Scope of work and Evaluation criteria.

### **2. GENERAL SERVICE PROVIDER OBLIGATIONS**

- The Service Provider(s) shall be fully responsible to CEF (SOC) Ltd for the acts and omissions of persons directly or indirectly employed by them.
- The Service Provider(s) must comply with the requirements stated in this RFP.

### **3. EVALUATION METHODOLOGY**

CEF (SOC) Ltd will utilise the following methodology and criteria in selecting a preferred Service Provider, if so required:

**Phase 1:** Mandatory requirements.

**Phase 2:** Technical evaluation requirements.

**Phase 3:** Evaluation on Price and specific goals.

### PART 3: PROPOSAL FORM

I/We \_\_\_\_\_

[name of entity, company, close corporation or partnership]

of [full address]

\_\_\_\_\_

\_\_\_\_\_

carrying on business trading/operating as

\_\_\_\_\_

represented by \_\_\_\_\_

in my capacity as \_\_\_\_\_

being duly authorised thereto by a Resolution of the Board of Directors or Members or Certificate of Partners hereby offer to provide the abovementioned Services at the prices quoted in the schedule of prices in accordance with the terms set forth in the documents listed in the accompanying schedule of RFP documents.

I/We agree to be bound by those conditions in CEF (SOC) Ltd's:

- (i) Contract Conditions (to be available for the successful Bidder

I/We accept that unless CEF (SOC) Ltd should otherwise decide and so inform me/us in the letter of appointment, this Proposal [and, if any, its Annexures and Appendices], together with CEF (SOC) Ltd's acceptance thereof shall constitute a binding contract between CEF (SOC) Ltd and me/us.

Should CEF (SOC) Ltd decide that a formal contract should be signed and so inform me/us in a letter of appointment, this Proposal, Purchase Order [and, if any, its Annexures and Appendices] shall constitute a binding contract between CEF (SOC) Ltd and me/us until the formal contract is signed.

I/We further agree that if, after I/we have been notified of the acceptance of my/our Proposal, I/we fail to enter into a formal contract if called upon to do so, or fail to commence the provision of Services within 4 [four] months thereafter, CEF (SOC) Ltd may, without prejudice to any other legal remedy which it may have, recover from me/us any expense to which it may have been put in calling for Proposals afresh and/or having to accept any less favourable Proposal.

I/We accept that any contract resulting from this offer will be for a period of 3 months. Furthermore, I/we agree to a penalty clause/s to be negotiated with CEF



(SOC) Ltd, which will allow CEF (SOC) Ltd to invoke a penalty against us for non-compliance with material terms of this RFP including the delayed provision of the Services In addition, I/we agree that non-compliance with any of the material terms of this RFP, including those mentioned above, will constitute a material breach of contract and provide CEF (SOC) Ltd with cause for cancellation.

#### **ADDRESS FOR NOTICES**

The law of the Republic of South Africa shall govern any contract created by the acceptance of this RFP. The domicilium citandi et executandi shall be a place in the Republic of South Africa to be specified by the Bidder hereunder, at which all legal documents may be served on the Bidder who shall agree to submit to the jurisdiction of the courts of the Republic of South Africa. Foreign Bidders shall, therefore, state hereunder the name of their authorised representative in the Republic of South Africa who has the power of attorney to sign any contract, which may have to be entered into in the event of their Proposal being accepted and to act on their behalf in all matters relating to such contract.

Bidder to indicate the details of its domicilium citandi et executandi hereunder:

Name of Entity: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Address:

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#### **NOTIFICATION OF AWARD OF RFP**

As soon as possible after approval to award the contract(s), the successful bidder [the **Service Provider**] will be informed of the acceptance of its proposal. Unsuccessful bidders will be advised in writing.

#### **VALIDITY PERIOD**

CEF (SOC) Ltd requires a validity period of 120 days [from closing date] against this RFP.

### NAME(S) AND ADDRESS / ADDRESSES OF DIRECTOR(S) OR MEMBER(S)

The bidders must disclose hereunder the full name(s) and address(s) of the director(s) or members of the company or close corporation [CC] on whose behalf the RFP is submitted.

(i) Registration number of company / C.C.

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(ii) Registered name of company / C.C.

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(iii) Full name(s) of director/member(s) Address/Addresses ID Number(s)

### CONFIDENTIALITY

All information related to this RFP is to be treated with strict confidence. All information related to a subsequent contract, both during and after completion thereof, will be treated with strict confidence. Should the need however arise to divulge any information gleaned from provision of the Services, which is either directly or indirectly related to CEF (SOC) Ltd's business, written approval to divulge such information must be obtained from CEF (SOC) Ltd.

### RETURNABLE DOCUMENTS

**Returnable Documents** means all the documents, Parts and Annexures, as listed in the tables below.

#### a) Returnable Documents

**Failure to submit Returnable Documents at the closing date and time of this tender may result in a bidder's disqualification. Bidders are therefore urged to ensure that all these documents are returned with their Proposals.**

Please confirm submission of the Returnable Documents detailed below by so indicating [Yes or No] in the table below:

RETURNABLE DOCUMENTS	YES	NO
Valid SARS tax compliance status [Consortia / Joint Ventures must submit a separate Tax compliance status for each party]		
Valid BBBEE affidavit/certificate		
CSD Summary Report or CSD supplier number (MAAA.....)		
PART 3 : Proposal Form		
PART 4 : Signing Power - Resolution of Board of Directors		
PART 5 : Certificate of Acquaintance with RFP Documents		
PART 6 : Certificate of Acquaintance with Scope of Work		

RETURNABLE DOCUMENTS	YES	NO
PART 7 : Breach of Law Form		
SBD 1 Invitation to bid		
SBD 4 Bidders disclosure		
SBD 6.1: Preference points claim form in terms of the preferential procurement regulations 2022		

#### CONTINUED VALIDITY OF RETURNABLE DOCUMENTS

The successful Bidder will be required to ensure the validity of all returnable documents, including but not limited to its Tax compliance status for the duration of any contract emanating from this RFP.

Should the Bidder be awarded the contract [**the Agreement**] and fail to present CEF (SOC) Ltd with such renewals as and when they become due, CEF (SOC) Ltd shall be entitled, in addition to any other rights and remedies that it may have in terms of the eventual Agreement, to terminate such Agreement forthwith without any liability and without prejudice to any claims which CEF (SOC) Ltd may have for damages against the Bidder.

By signing these RFP documents, the Bidder is deemed to acknowledge that he/she has made himself/herself thoroughly familiar with all the conditions governing this RFP, including those contained in any printed form stated to form part hereof, and CEF (SOC) Ltd will recognise no claim for relief based on an allegation that the bidder overlooked any such condition or failed properly to take it into account for the purpose of calculating tendered prices or otherwise.

**PART 4: SIGNING POWER – RESOLUTION OF BOARD OF DIRECTORS**

NAME OF ENTITY: \_\_\_\_\_

It was resolved at a meeting of the Board of Directors held on \_\_\_\_\_ that

FULL NAME(S)

CAPACITY

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

in his/her capacity as indicated above is/are hereby authorised to enter into, sign, execute and complete any documents relating to this Proposal and any subsequent Agreement for the provision of Services. A list of those person(s) authorised to negotiate on behalf of the abovementioned entity [if not the authorised signatories] is also submitted along with this Proposal together with their contact details.

FULL NAME \_\_\_\_\_

\_\_\_\_\_

SIGNATURE CHAIRMAN

FULL NAME \_\_\_\_\_

\_\_\_\_\_

SIGNATURE SECRETARY

## PART 5: CERTIFICATE OF ACQUAINTANCE WITH RFP DOCUMENTS

NAME OF ENTITY: \_\_\_\_\_

1. I/We \_\_\_\_\_ do hereby certify that I/we acquainted myself/ourselves with all the documentation comprising this RFP and all conditions contained therein, as laid down by CEF (SOC) Ltd SOC Ltd for the carrying out of the proposed service for which I/we submitted my/our Proposal.
2. I/we furthermore agree that CEF (SOC) Ltd shall recognise no claim from me/us for relief based on an allegation that I/we overlooked any RFP/contract condition or failed to take it into account for the purpose of calculating my/our offered prices or otherwise.
3. I/We accept that an obligation rests on me/us to clarify any uncertainties regarding this Tender which I/we may have, before submitting the Tender. I/We agree that I/we will have no claim based on an allegation that any aspect of this RFP was unclear but in respect of which I/we failed to obtain clarity.
4. I/we understand that the accompanying Tender will be disqualified if this Certificate is found not to be true and complete in every respect.
5. For the purposes of this Certificate and the accompanying Tender, I/we understand that the word "competitor" shall include any individual or organisation, other than the Bidder, whether or not affiliated with the Bidder, who:
  - a) Has been requested to submit a Tender in response to this Tender invitation.
  - b) Could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and
  - c) Provides the same Services as the Bidder and/or is in the same line of business as the Bidder.
6. The Bidder has arrived at the accompanying Tender independently from, and without consultation, communication, agreement or arrangement with

any competitor. However, communication between partners in a joint venture or consortium will not be construed as collusive Tendering.

7. In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - a) Prices;
  - b) Geographical area where Services will be rendered [market allocation]
  - c) Methods, factors or formulas used to calculate prices;
  - d) The intention or decision to submit or not to submit, a Tender;
  - e) The submission of a Tender which does not meet the scope of work and conditions of the RFP; or
  - f) Tendering with the intention of not winning the Tender.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, scope of work and conditions or delivery particulars of the Services to which this RFP relates.
9. The terms of the accompanying Tender 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 Tender opening or of the awarding of the contract.
10. I/We am/are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, Tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of Part 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 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of  
\_\_\_\_\_20\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF WITNESS

\_\_\_\_\_  
SIGNATURE OF BIDDER

## PART 6: CERTIFICATE OF ACQUAINTANCE WITH SCOPE OF WORK

I/We \_\_\_\_\_ do hereby certify that I/we acquainted myself/ourselves with all the documentation comprising the Scope of Work for the carrying out of the proposed Services for which I/we submitted my/our Proposal.

I/We furthermore agree that CEF (SOC) Ltd SOC Ltd shall recognise no claim from me/us for relief based on an allegation that I/we overlooked any provisions of the Scope of Work or failed to take it into account for the purpose of calculating my/our offered prices or otherwise.

I/We confirm having been advised that a signed copy of this Schedule can be submitted in lieu of the Scope of Work as confirmation in terms of the Returnable Schedule.

SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
SIGNATURE OF WITNESS

\_\_\_\_\_  
SIGNATURE OF BIDDER

## PART 7: BREACH OF LAW FORM

NAME OF ENTITY: \_\_\_\_\_

I/We \_\_\_\_\_

do hereby certify that I/we **have/have not been** [delete as applicable] found guilty during the preceding 5 [five] years of a serious breach of law, including but not limited to a breach of the Competition Act, 89 of 1998, by a court of law, tribunal or other administrative body. The type of breach that the Bidder is required to disclose excludes relatively minor offences or misdemeanours, e.g. traffic offences.

Where found guilty of such a serious breach, please disclose:

NATURE OF BREACH:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE OF BREACH:

\_\_\_\_\_

Furthermore, I/we acknowledge that CEF (SOC) Ltd SOC Ltd reserves the right to exclude any Bidder from the Tendering process, should that person or entity have been found guilty of a serious breach of law, tribunal or regulatory obligation.

SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
SIGNATURE OF WITNESS

\_\_\_\_\_  
SIGNATURE OF BIDDER





## SCOPE OF SERVICES

### **THE APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO PROVIDE AIR QUALITY MONITORING AND REPORTING FOR THE SANPC REFINERY SITE FOR A PERIOD OF 36 MONTHS.**

#### **1. BACKGROUND**

CEF SOC Ltd (**CEF**) is a Schedule 2 state owned diversified energy company reporting to the Department of Mineral and Petroleum Resources (DMPR). CEF's mandate is to contribute to the security of energy supply of South Africa and the Region through exploration, acquisition, development, marketing and strategic partnership, activities in renewables and liquids fuels storage. Its mandate is derived from the CEF Act (No 38 of 1977) and the Ministerial directives issued thereafter.

CEF has recently bought the SAPREF Refinery Precinct Asset from Shell and BP (SAPREF), with the completion of the assets transferred on 01 December 2024 and now known as the **SANPC Refinery**.

**CEF requires the services of an air quality consultant to conduct air quality monitoring on the refinery site and other assessments and reporting relating to air quality matters as prescribed by the air quality license and or other requirements.**

**The services of the consultant will be required for a period of three (3) years.**

#### **2. DELIVERABLES**

**The services will include the following:**

##### **2.1. PASSIVE RADIELLO SAMPLING**

- Conduct passive radiello sampling for Volatile Organic Compounds (VOC's) compounds in the ambient air on a monthly basis.

##### **2.1.1. The sampling is to be carried out as follows:**

- BTEX passive samplers from Radiello need to be deployed at five (5) sites. The passive sampler is to consist of an adsorbing cartridge inside a cylindrical diffusive body with vertical mounting and supporting plates, housed in a mountable shelter.

There are five monitoring points, namely:

Monitoring Sites	Description	GPS Coordinates (Decimal Degrees)
Site 1	Car Park – At Refinery	-29.976830°, 30.967503°
Site 2	Umlaas Canal	-29.964367°, 30.969515°
Site 3	Opposite storage tank farm gate	-29.982113°, 30.957414°
Site 4	West of SANPC Refinery	-29.977752°, 30.956762°
Site 5	Athlone Park	-30.011409°, 30.923614°



- (Sample Houses) - The shelter is currently attached to a pole structure 2 to 3 meters above ground level and in a location that is free from public interference.
- At deployment, each sampler is to be labelled with the date and time of commencement of sampling. The sampler must also be labelled at collection with the termination date and time of sampling.
- For quality control and assurances, a blank and a duplicate sample must also be deployed to provide a zero check and analytical precision check
- After collection, the sampler must be kept in the sampling tube and transported in a cooler box at between 5°C and 20°C to the laboratory.
- A total of seven (7) BTEX passive samplers are to be deployed and analysed every sampling run.

### **2.2.1. Quality Assurance / Quality Control**

The two measures should be used for QA/QC zero and precision checks include the following:

1. Keeping one cartridge in its tube for the duration of sampling to assess the sampler blank value.
2. Deploying a duplicate passive sampler to determine the precision of the sampling method.

### **2.2.2. Sampling Timeframe**

The radiello samples are required to be placed at the different sampling points for a period of two weeks. The next round of samples should be replaced upon retrieval of the initial set of samples.

Please note that this sampling period may change to a four (4) week period.

### **2.2.3. Parameters that are required to be monitored**

- Volatile Organic Compounds (VOC's)

### **2.2.4. Despatch of Samples to Laboratory**

- The consultant will be responsible to dispatch the samples to the Laboratory.
- To record the times and sample numbers onto a template and provide this to the Laboratory.
- The time log sheet to be provided to SANPC for record purposes.

### **2.2.5. Analysis of samples**

- The analytical method of thermal desorption is to be used to measure the concentration of the pollutants.
- Analysis is required to be done by a SANAS accredited laboratory.

### **2.2.6. Consumables**

- Supply of air quality sampling houses as and when required
- White diffusive bodies used for VOC's cartridges are to be changed over at least every 3-4 months or as and when required. The same diffusive bodies are too be kept for use for SANPC Refinery only, and washed and reused as practical, depending on condition.
- Radiello plates are to be changed only when the need arises in instances that they are broken. Costs for these will be once off from start of the sampling campaign and any additional costs will be apply as per the replacement of the plates when needed.

#### **2.2.7. Reporting:**

- Interpret and report on air quality sampling data obtained through the passive radiello sampling method.
- a) Monthly:
  - A monthly summary report with regards to the results received on the analysis conducted is then required. This should include the results commuted into a tabular format and corresponding graphs.
  - Meteorological conditions to be reported with the BTEX monitoring results.
  - Monthly report to be completed and emailed to SANPC atleast two (2) weeks after completion of the sampling event for the month in review.
  - Excel spreadsheet Database with results to be provided to SANPC
- b) Annual:
  - An annual report for the calendar year is required as per the AEL.
  - Report to be submitted to SANPC within the 2<sup>nd</sup> week of February to allow time for review and finalisation before submission to the licensing authority by the 28 February of each year.

### **2.2. TANK EMISSION INVENTORY AND NAEIS REPORTING**

The DFFE published a notice No. 4493 in the Government Gazette No. 50284 on 8 March 2024 regarding a manual process for reporting atmospheric emissions for the calendar years 2024 to 2026.

#### **The following is required:**

- Tank Modelling for each year and subsequent emission inventory reports is required to be compiled
- Manual reporting as per the requirements of NAEIS and or online report as and when the system becomes available.

#### **Methodology:**

Tank modelling to be completed using the TANK MODEL software. The Tank information data is to be entered into Tank Model 4.0. database, which will be used for emission calculations and reporting for NAEIS.

#### **Reporting Timeframe:**

Manual reporting to be completed as per Gazette 50284 latest by the 30 June of each year.

### **2.3. GHG EMISSION INVENTORY AND SAGERS REPORTING**

GHG emissions is required to be reported annually as per the GHG regulations, to the South African Greenhouse Gas Reporting System (SAGERS).

#### **Reporting Timeline:**

The submission to SAGERS or Manual submission must be made before 31 March of each year or as per the timeframe dictated by the Department.

**Methodology:**

- GHG calculations as required by the National Environment Management: Air Quality Act, 2004, National Emission GHG Emission reporting regulations, Gazette number: 40762, and as amended.
- Tools for calculations and requirements from the GHG Department.
- Technical Guidelines for Monitoring, Reporting and Verification GHG Emissions by Industry, April 2017 by DFFE.

**2.4. ODOUR IMPACT REPORT:**

- An update of existing Odour Management Plan is required.

**2.5. FUGITIVE EMISSION / LDAR MANAGEMENT PLAN:**

The site has an existing LDAR plan to which is required to be updated in line with the ownership of SANPC. Essentially this will be an update and review of the plan to include the following below:

- The fugitive emissions management plan should identify all sources of fugitive emissions and measures that will be implemented to address the fugitive sources. The plan must include detailed methodologies, timeframes for implementation, assessment of efficiency and regular reporting criteria as will be applicable to current site activities. **Note: The refinery is currently in park mode.**

**2.6. STORAGE TANKS INTEGRITY MANAGEMENT PLAN**

A Storage Tanks Integrity Management Plan is required to be developed in line with the AEL requirements. All data that will be acquired by GHG inventory, tank modelling and inventory can be used to compile/ assess the requirements for the tanks integrity management plan.

**3. PROJECT TIMELINES**

The service provider will enter into an SLA with CEF for **a period of three (3) years**

**4. PRICING****4.1. General****Direct Reimbursable Costs**



The consultant should provide an indicative total figure for the reimbursable element and provide a description and unit cost for expenses. All costs not so itemized shall be deemed to be covered by the consultancy fee.

Only actual costs supported by invoices and/or receipts, with no mark-up, will be reimbursed.

The cost estimates are to be presented in the format as described below.

#### 4.2. Detailed Sample Price

Item	Unit	Rate (Rands)	Quantity per year	Total (Rands)
<b>Radiello Sampling</b>				
Monitoring equipment (Radiello cartridges)	Per sampling event		168	
Monitoring equipment (Diffusive Bodies)	Every 4 months change or as needed		84	
Monitoring equipment (Plates)	Every Year or as needed		16	
Sample preparation and Field Work	Per hour		144	
Analysis	Per sample		168	
Reporting	Per Hour		96	
Travel to and from the Refinery Site	Per km per radiello sampling Trip		2400	
<b>Annual REPORTING: NAEIS / AEL / GHG</b>				
NAEIS – Manual Capture	Per hour		24	
Annual AEL Report	Per hour		10	
Review	Per hour		1	
GHG emission Calculations	Per hour		9	
GHG Reporting – Manual / Online Capture	Per hour		5	
<b>Emission Inventory</b>				
TANKS modelling	Per hour		12	
Review	Per hour		1	

Item	Unit	Rate (Rands)	Quantity per year	Total (Rands)
Emission inventory report	Per hour		8	
Review	Per hour		1	
<b>LDAR/ Fugitive Emission Plan</b>				
Assessment Review of Data / Information	Per Hour		8	
Report	Per hour		16	
<b>Storage Tank Integrity Management Plan</b>				
Assessment Review of Data / Information	Per Hour		8	
Report	Per hour		16	
Review	Per hour		1	
<b>Odour Management Plan</b>				
Update Existing Odour Management Plan	Per hour		8	
Sampling houses	Per house		10	
<b>YEAR 1 - Total (VAT excl)</b>				
<b>YEAR 2 - Total (VAT excl)</b>				
<b>YEAR 3 - Total (VAT excl)</b>				
<b>YEAR 1 - Total (VAT incl)</b>				
<b>YEAR 2 - Total (VAT incl)</b>				
<b>YEAR 3 - Total (VAT incl)</b>				

## 5. EVALUATION CRITERIA

### 5.1 Phase 1

#### Mandatory Requirements

At this phase, bidder's responses are reviewed against the below Mandatory Requirements. **Failure to comply with any of the Mandatory Requirements will lead to the bidder being disqualified and not be considered for further evaluation on Technical Requirements.**

5.1.1 <b><u>MANDATORY</u></b>	Comply	Not Comply
The project manager (team leader) must have a valid BSc Degree (Hons) specializing in Meteorology (NQF Level 8).		

Submit a copy of a valid copy of the Degree.		
Substantiate / Comments		

## 5.2 Phase 2

### Technical evaluation

Bidders will be evaluated according to the below technical evaluation criteria. Minimum Technical Threshold is **70%**. It must be noted that if the Bidder does not meet the **70%** minimum threshold, the bidder will be disqualified and not be evaluated further.

#### 5.2.1 EXPERIENCE OF THE COMPANY

The bidder must have **experience in air quality monitoring and assessments** in the last 10 years.

The bidder must provide reference letters from clients they implemented services for in the past.

The reference letters must be Signed and be on a client's letterhead and include the client's name and client's contact details.

**Note: the following scoring matrix will be used to evaluate this criteria:**

Evaluation Criteria	Document as Evidence	Score	Weighting %
5 or more relevant references letters	Signed reference letters on client letter head and contactable details	5	<b>40%</b>
4 relevant reference letters		4	
3 relevant reference letters		3	
2 relevant reference letters		2	
1 relevant transaction		1	
0 relevant transaction		0	



### 5.2.2 EXPERIENCE OF THE TEAM

The bidder's support team must have a combined average of **5 years' experience** in conducting air quality monitoring and assessments as listed in the deliverables of the scope of work.

The bidder must submit CVs of the proposed team that will be part of this proposal as follows:

The names of the support team and CVs of the support team must clearly highlight their qualifications, number of years of working experience, areas of experience/ competencies relevant to the tasks and objectives of this project as outlined in the scope of work.

**Note: the following scoring matrix will be used to evaluate this criteria:**

Evaluation Criteria	Document as Evidence	Score	Weighting %
5 or more years' experience in projects relating to air quality monitoring and assessments.	CV's of the Proposed team clearly listing the name of clients and work previously completed	5	<b>30%</b>
4 years' experience in projects relating to air quality monitoring and assessments.		4	
3 years' experience in projects relating to air quality monitoring and assessments.		3	
2 years' experience in projects relating to air quality monitoring and assessments.		2	
1 year experience in projects relating to air quality monitoring and assessments.		1	
Less than 1 years or no experience		0	

### 5.2.3 EXPERIENCE OF THE TEAM LEADER

The bidders Team Leader assigned to the project must have experience in **5 projects** in conducting air quality monitoring and assessments **in a petroleum refinery site**.

The bidders must, as part of its proposal, submit the following:

- Name of the team leader, CV of the team leader and the CV must clearly highlight the team leaders number of years of working experience, areas of experience/ competencies relevant to the tasks and objectives of this project as outlined in the scope of work.

**Note: the following scoring matrix will be used to evaluate this criterion:**

Evaluation Criteria	Document as Evidence	Score	Weighting %
5 or more projects' relating to air quality monitoring and assessments in a petroleum refinery site	CV of the Proposed team leader clearly listing the name of clients and work previously completed	5	<b>30%</b>
4 projects relating to air quality monitoring and assessments in a petroleum refinery site		4	
3 projects relating to air quality monitoring and assessments in a petroleum refinery site		3	
2 projects relating to air quality monitoring and assessments in a petroleum refinery site		2	
1 project relating to air quality monitoring and assessments. in a petroleum refinery site		1	
Less than 1 years or no experience		0	

### PHASE 3: COMMERCIAL EVALUATION

CEF (SOC) Ltd will utilise the following formula in its evaluation of Price offers:

[Weighted score 80 points]

$$PS = 80 \left( 1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where:

Ps = Score for the Tender under consideration

Pt = Price of Tender under consideration

Pmin = Price of lowest acceptable Tender

Preference points/specific goals criteria

[Weighted score 20 points]

Specific goals / Preference Points Claim

Evaluation Criteria	Final Weighted Scores
Price	80
Specific goals	20
<b>TOTAL SCORE:</b>	<b>100</b>



A maximum of 20 points will be awarded to a tenderer for specific goals specified for the tender/RFQ as follows:

Specific goals	Points
Historically disadvantaged individual (HDI)	
Enterprises with ownership of 51% or more by person/s who are black	10
Enterprises with ownership of 51% or more by person/s who are women	5
Enterprises with ownership of 51% or more by person/s who are youth	3
Enterprise with ownership of 10% or more by person/s with disability	2
Total	20

- Tenders must submit their B\_BBEE certificate issued by an authorized body or person or a B-BBEE sworn affidavit to claim preference points.
- The points scored for the specific goal must be added to the points scored for price and the total must be rounded off to the nearest two decimal places.
- The contract must be awarded to the tenderer scoring the highest points.
- If two or more tenders score an equal total number of points, the contract must be awarded to the tenderer that scored the highest points for specific goals, and if two or more tenderers score equal total points in all respects, the award must be decided by the drawing of lot.



SBD1

## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE CEF (SOC) LTD</b>							
BID NUMBER:	AIR/04/2025	CLOSING DATE:	21 JULY 2025	CLOSING TIME:	12h00		
DESCRIPTION	THE APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO PROVIDE AIR QUALITY MONITORING AND REPORTING FOR THE SANPC REFINERY SITE FOR A PERIOD OF 36 MONTHS.						
<b>BID RESPONSE DOCUMENTS MAY BE EMAILED TO THE EMAIL BELOW</b>							
<a href="mailto:scm-facility@cefgroup.co.za">scm-facility@cefgroup.co.za</a>							
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>				<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>			
CONTACT PERSON	McKenzy Manana			CONTACT PERSON			
TELEPHONE NUMBER	010 201 4706			TELEPHONE NUMBER			
FACSIMILE NUMBER	N/A			FACSIMILE NUMBER			
E-MAIL ADDRESS	<a href="mailto:McKenzyM@cefgroup.co.za">McKenzyM@cefgroup.co.za</a>			E-MAIL ADDRESS			
<b>SUPPLIER INFORMATION</b>							
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER	CODE		NUMBER				
CELLPHONE NUMBER							
FACSIMILE NUMBER	CODE		NUMBER				
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA		
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES 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. BID SUBMISSION:</b>	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	<b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>
<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 <a href="http://WWW.SARS.GOV.ZA">WWW.SARS.GOV.ZA</a> .
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS 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 BIDS 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: .....

## 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

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<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.

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

2.2.1 If so, furnish particulars:

.....  
.....

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

2.3.1 If so, furnish particulars:

.....  
.....

### **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.

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<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.

- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

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



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

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

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

**1. GENERAL CONDITIONS**

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
  - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

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

- a) The applicable preference point system for this tender is the **80/20** preference point system.

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

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

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

The maximum points for this tender are allocated as follows:

	<b>POINTS</b>
<b>PRICE</b>	80
<b>SPECIFIC GOALS</b>	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 \mathbf{Ps} = \mathbf{80} \left( \mathbf{1} - \frac{\mathbf{Pt} - \mathbf{Pmin}}{\mathbf{Pmin}} \right) & \mathbf{or} & \mathbf{Ps} = \mathbf{90} \left( \mathbf{1} - \frac{\mathbf{Pt} - \mathbf{Pmin}}{\mathbf{Pmin}} \right)
 \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

Ps = Points scored for price of tender under consideration  
Pt = Price of tender under consideration  
Pmax = Price of highest acceptable tender

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

Enterprises with ownership of 51% or more by person/s who are black		10		
Enterprises with ownership of 51% or more by person/s who are women		5		
Enterprises with ownership of 51% or more by person/s who are youth		3		
Enterprise with ownership of 10% or more by person/s with disability		2		

#### DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any

of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

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

.....  
**SIGNATURE(S) OF TENDERER(S)**

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....

.....

.....

.....