

**SFF/2024/112- PROVISION OF CONTRACTORS TO DESIGN, CONSTRUCT AND COMMISSION MARINE STRUCTURES FOR A LOADING FACILITY IN SALDANHA BERTH 104 TO ALLOW FOR THE IMPORT OF REFINED PRODUCTS AND LPG**

<b>RFP Number</b>	<b>SFF/2024/112</b>
<b>Issue date</b>	<b>Friday, 05 April 2024</b>
<b>RFP Contact Person</b>	Lebogang Molefe ( <a href="mailto:sffprocurement@strategicfuelfund.co.za">sffprocurement@strategicfuelfund.co.za</a> )
<b>Compulsory briefing session</b>	<b>Monday, 15 April 2024 at 11h00</b> via Microsoft Teams. Interested parties to request a link for the meeting from <a href="mailto:sffprocurement@strategicfuelfund.co.za">sffprocurement@strategicfuelfund.co.za</a>
<b>Closing Venue</b>	Cnr Plattekloof and Tygerberg Valley Rd ( <b>Opposite Richmond mall</b> ) Cape Town, South Africa 7441
<b>Closing Date &amp; Time</b>	<b>Monday, 06 May 2024 @ 11:00</b>
<b>Bid Validity Period</b>	<b>12 weeks</b>

<b>Company Name:</b>	
<b>Trading as (if different from above)</b>	
<b>Contact Person:</b>	
<b>Contact Number:</b>	
<b>Email address:</b>	
<b>Physical Address:</b>	

**TENDERER TO NOTE:**

- A. Conditions of tender apply (Annexure C2)
- B. Late/incomplete RFP/Tender will not be considered

<b>TENDER SERIAL NO.:</b>
<b>SIGNATURES OF SFF OFFICIALS AT TENDER OPENING</b>
1.
2.
3.

[Type here]

**SFF/2024/112- PROVISION OF CONTRACTORS TO DESIGN, CONSTRUCT AND COMMISSION MARINE STRUCTURES FOR A LOADING FACILITY IN SALDANHA BERTH 104 TO ALLOW FOR THE IMPORT OF REFINED PRODUCTS AND LPG**

**SFF/2024/112- PROVISION OF CONTRACTORS TO DESIGN, CONSTRUCT AND COMMISSION MARINE STRUCTURES FOR A LOADING FACILITY IN SALDANHA BERTH 104 TO ALLOW FOR THE IMPORT OF REFINED PRODUCTS AND LPG**

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## LIST OF ACRONYMS

B-BBEE	Broad-Based Black Economic Empowerment
CEF	Central Energy Fund
EME	Exempted Micro Enterprise
GBC	General Tender Conditions
ID	Identity Document
JV	Joint Venture
LOA	Letter of Appointment
NDA	Non-Disclosure Agreement
PC	Procurement Committee
PPPFA	Preferential Procurement Policy Framework Act
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

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### Standard Tender Notice and Invitation to Tender

SFF Invites tenders for the appointment of a service provider to Design Construct, and construct Marine structures for a Loading Facility in Saldanha Berth 104 to allow for the import of refined products and LPG
The Employer is the Strategic Fuel Fund (“SFF”)
<p><b>1.1 ISSUE AND COLLECTION DATE DEADLINE</b></p> <p>This RFP may be downloaded directly from National Treasury’s e-Tender Publication Portal at <a href="http://www.etenders.gov.za">www.etenders.gov.za</a> free of charge or from the CIDB website at <a href="http://www.cidb.org.za">www.cidb.org.za</a></p> <p>The RFP may also be downloaded from the Strategic Fuel Fund (“SFF”) website at <a href="http://www.strategicfuelfund.co.za">www.strategicfuelfund.co.za</a> free of charge.</p> <p>No tender documents will be emailed and/or couriered to potential tenderers.</p>
<p><b>1.2 BRIEFING SESSION MEETING</b></p> <p>Compulsory virtual briefing session will be held via Microsoft Teams, on <b>Monday, 15 April 2024 at 11h00</b>. Potential tenderers can request a link for the meeting from <a href="mailto:sffprocurement@strategicfuelfund.co.za">sffprocurement@strategicfuelfund.co.za</a>, (Attention: Lebogang Molefe)</p>
<p><b>1.3 PROPOSAL SUBMISSION</b></p> <p>Proposals must be submitted in <b>two (2) sealed envelopes</b> addressed as follows: Envelope 1: Technical Tender Proposal (Hard copy plus <b>1 USB Flash Drive</b>); and Envelope 2: Commercial Tender Proposal (Hard copy plus <b>1 USB Flash Drive</b>); to:</p> <p><b>a) Cnr Plattekloof and Tygerberg Valley Rd (Opposite Richmond mall)</b> Cape Town, South Africa 7441</p>
<p><b>1.4 CLOSING DATE</b></p> <p>The RFP will close on <b>Monday, 06 May 2024 at 11h00</b>. Tenderers must ensure that tenders are delivered timeously to the <b>correct physical</b>. As a general rule, if a Tender is late or delivered to the incorrect address, it will not be accepted for consideration.</p>

### 1.5 ELIGIBILITY CRITERIA

The attention of respondents is drawn to the eligibility criteria listed below. Respondents are required to familiarise themselves thoroughly with the Standard Conditions of tender (Annexure C2) which forms part of this document. Only respondents that are responsive to the eligibility criteria listed below are eligible to have their submissions prequalified:

Only those respondents who are registered with the Construction Industry Development Board, or are capable of being so registered within twenty-one (21) working days from the closing date for submission of tenders, in a contractor grading designation of **8ME or 8CE or higher**, are eligible to have their submissions evaluated.

Joint ventures are eligible to submit tenders provided that:

1. every member of the joint venture is registered with the CIDB not later than twenty-one (21) working days from the closing date for tenders;
2. the lead partner has a contractor grading designation in the **8ME or 8CE or higher** class of construction work;
3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than the required contractor grading designation they have a signed joint venture agreement

## 2 DELIVERY INSTRUCTIONS FOR RFP

### 2.2 Delivery by hand

If delivered by hand, the envelopes must be deposited in the SFF tender box which is located at the SFF facility, SFF Association  
Cnr Plattekloof and Tygerberg Valley Rd,  
Cape Town,  
South Africa  
7441

It should also be noted that the above tender box is accessible to the public between office hours 08h00 to 16h00 weekdays only.

### 2.3 Dispatch by courier

- 2.2.1. If dispatched by courier, the envelope must be addressed as above and delivered to the above address. Couriered documents must be in the tender box by the closing date and time.
- 2.2.2. If tender responses are not delivered as stipulated herein, such tender will not be considered.
- 2.2.3. No email or faxed Submissions will be considered, unless otherwise stated herein.
- 2.2.4. The tender responses to this RFP will be opened as soon as possible after the closing date and time. SFF association shall not, at the opening of Submissions, disclose to any other company any confidential details pertaining to the Proposals / information received, i.e. pricing, delivery, etc. The names and locations of the Tenderers will be divulged to other Tenderers upon request.
- 2.2.5. Envelopes must not contain documents relating to any RFP other than that shown on the envelope.

## 3 BROAD-BASED BLACK ECONOMIC EMPOWERMENT AND SOCIO-ECONOMIC OBLIGATIONS

3,1 SFF Association fully endorses and supports the Government's objective of Broad-Based Black Economic Empowerment and it is strongly of the opinion that all South African business enterprises have an equal obligation to redress the imbalances of the past.

### 3.2 Joint Ventures or Consortiums

Tenderers who would wish to respond to this RFP as a Joint Venture [JV] or consortium with B-BBEE entities, must state their intention to do so in their RFP submission. Such Tenderers must also submit a signed JV or consortium agreement between the parties clearly stating the percentage [%] split of business and the associated responsibilities of each party. If such a JV or consortium agreement is unavailable, the partners must submit confirmation in writing of their intention to enter into a JV or consortium agreement should they be awarded business by SFF association through this RFP process. This written confirmation must clearly indicate the percentage [%] split of business and the responsibilities of each party. In such cases, **conclusion of the service level agreement between the successful bidder/s** will only **be** once a signed copy of a JV or consortium agreement is submitted to SFF Association.

### 3.3 Preference Points and Specific Goals

As prescribed in terms of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and Preferential Procurement Regulations 2022, Tenderers are to note that the following preference point systems:

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

When SFF association invites prospective Service Providers to submit Proposals for its Specific Goals, it requires Tenderers to complete Annexure A [the B-BBEE Preference Point Claim Form] and submit it together with proof of their documents as stipulated in the Claim Form in order to obtain Specific Goal Points.

**Note:** Failure to submit a valid and certified copy B-BBEE certificate or Sworn Affidavit or any other documents specified (as evidence for Specific Goals) at the Closing Date of this RFP will result in a score of zero being allocated for Specific Goals.

## 4 COMMUNICATION

- 4.1 Specific queries relating to this RFP can be submitted at [sffprocurement@strategicfuelfund.co.za](mailto:sffprocurement@strategicfuelfund.co.za) specifying the reference number "SFF/2024/112 on the subject line. **It should be noted that this e-mail address is not to be used for submission of tender proposals.**
- 4.2 Any correspondence with regards to this RFP must be in writing to the provided email address only. In the interest of fairness and transparency SFF's response to such a query will be published on the SFF website and the National Treasury e-tender portal. Tenderers are required to check the e-tender portal and/or SFF website prior to finalizing their tender submission for any changes and/or clarifications to the RFP. SFF will not be held liable if Tenderers do not receive the latest information regarding this RFP with the possible consequence of either being disadvantaged and/or disqualified as a result thereof.

- 4.3 After the closing date of the RFP, a Tenderer may only communicate with the Procurement Unit, specific person for this RFP on any matter relating to its RFP.
- 4.4 Tenderers are to note that changes to its submission will not be considered after the closing date.
- 4.5 Tenderers are warned that a proposal will be liable to disqualification should any attempt be made by a Tenderer either directly or indirectly to canvass any officer or employee of SFF in respect of this RFP between the closing date and the date of the award of the business.
- 4.6 Furthermore, Tenderers found to be in collusion with one another will be automatically disqualified and restricted from doing business with SFF in the future.

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

- 5.1. Proposals must be submitted as an original and 1 copy, unless an electronic submission is made.
- 5.2. Both sets of documents are to be submitted to the address specified above.
- 5.3. All returnable documents tabled in the Proposal Form [Part 5] must be returned with your proposal.
- 5.4. 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.

## **6 COMPLIANCE**

The successful Tenderer [hereinafter referred to as the Service Provider] shall be in full and complete compliance with any and all applicable laws and regulations.

## **7 DISCLAIMERS**

Tenderers are hereby advised that SFF 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 SFF reserves the right to:

- 7.1. modify the RFP's Scope of Work and request Tenderers to re-tender on any such changes;
- 7.2. reject any Proposal which does not conform to instructions and scope of work which are detailed herein;
- 7.3. disqualify Proposals submitted after the stated submission deadline [Closing Date];
- 7.4. not necessarily accept the lowest priced Proposal or an alternative Tender;
- 7.5. validate any information submitted by Tenderers in response to this tender. This would include but not limited to, requesting the Tenderer to provide supporting evidence. By submitting a tender, the Tenderer hereby irrevocable grant the necessary consent to SFF to do so;
- 7.6. request audited financial statement or other documentation for the purposes of a due diligence exercise;
- 7.7. award a contract in connection with this Proposal at any time after the RFP's closing date;
- 7.8. award a contract for only a portion of the proposed Services which are reflected in the scope of this RFP;
- 7.9. split the award of the contract between more than one Service Provider, should it at SFF's discretion be more advantageous in terms of, amongst others, cost or developmental considerations;
- 7.10. cancel the tender process.

- 7.11 exclude any Tenderer 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. Tenderers are required to declare such serious breach of law during the past 5 [five] years in Part 10 [Breach of Law].
- 7.12 undertake post-tender negotiations [PTN] with selected Tenderers or any number of short-listed Tenderers, such PTN to include, at SFF's option, any evaluation criteria listed in this RFP document.
- 7.13 award the business to the highest scoring Tenderer/s unless objective criteria justify the award to another Tenderer.
- 7.14 award the business to the next ranked tenderer, provided that he/she is still prepared to provide the required Services at the quoted price, should the preferred tenderer fail to sign or commence with the contract within a reasonable period after being requested to do so. Under such circumstances, the validity of the tenders of the next ranked tenderer(s) will be deemed to remain valid, irrespective of whether the next ranked tenderer(s) were issued with a Letter of Regret. Tenderers may therefore be requested to advise whether they would still be prepared to provide the required Services at their quoted price, even after they have been issued with a Letter of Regret.

Kindly note that SFF association will not reimburse any Tenderer for any preparatory costs or other work performed in connection with its Proposal, whether or not the Tenderer is awarded a contract.

## 8 LEGAL REVIEW

A Proposal submitted by a Tenderer will be subjected to review and acceptance or rejection of its proposed contractual terms and conditions by SFF Legal Advisor, prior to consideration for an award of business.

## 9 NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

Tenderers are required to self-register on National Treasury's Central Supplier Database ("CSD") which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information. Tenderers must register on the CSD prior to submitting their bids. Business may not be awarded to a Tenderer who has failed to register on the CSD. Only foreign suppliers with no local registered entity need not register on the CSD.

**For this purpose, the attached SBD1 form must be completed and submitted as a mandatory returnable document by the closing date and time of the bid (Please see annexure E).**

## 10 TAX COMPLIANCE

Tenderers must be compliant when submitting a proposal to SFF and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).

It is a condition of this tender that the tax matters of the successful Tenderer be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the Tenderer's tax obligations.

The Tax Compliance status requirements are also applicable to foreign Tenderers who wish to submit tenders.

Where Consortia / Joint Ventures / Sub-contractors are involved, each party must be registered on the Central Supplier Database and their tax compliance status will be verified through the Central Supplier Database.

**For this purpose, the attached SBD1 form must be completed and submitted as a mandatory returnable document by the closing date and time of the bid (Please see ANNEXURE E).**

## **11 PROTECTION OF PERSONAL INFORMATION ACT, NO.4 OF 2013**

SFF association acknowledges that the Tenderer may be required to process the personal information of SFF association and other relevant data subjects in connection with and for the purposes of this RFP.

The Tenderer shall–

- (a) only process such personal information for the purpose connected with this RFP, except to the extent specifically requested to do otherwise by SFF association in writing or required by the Protection of Personal Information Act, No.4 of 2013 (POPI) or other applicable laws;
- (b) comply with all directions and instructions which may be given by SFF association regarding the processing of such personal information;
- (c) only process personal information strictly in compliance with POPI;
- (d) secure the integrity and confidentiality of the personal information it processes pursuant to this RFP by taking appropriate, reasonably technical and organisational measures to prevent –
  - (i) loss of, damage to, or unauthorised destruction of such personal information; and/or
  - (ii) unlawful access to or unlawful processing of such personal information.

The Tenderer shall be liable to SFF for its failure to comply with any of its obligations, and shall indemnify SFF against all claims, damages, costs or administrative fines arising from the Tenderer's failure to comply with POPI, except to the extent caused by SFF association.

In evaluating the Tenderer's tender submission, the SFF will process the personal information of the Tenderer and other relevant data subjects in connection with and for the purposes of this RFP. The SFF shall process personal information in accordance with SFF's Privacy Policy which is available on the SFF website – the Tenderer is expected to familiar itself with this Privacy Policy. The SFF reserves the right and the Tenderer is hereby informed that external service providers may be appointed by the SFF to assist SFF in evaluating tender responses and suitability for appointment.

## **12 EXCHANGE AND REMITTANCE**

If SFF is requested by the Tenderer to effect payment overseas direct to the Tenderer's principal or service provider, which is not a registered South African Company please complete the details below, using the rate of exchange published by the South African Reserve Bank 7 [seven] calendar days before the closing date of this RFP:

ZAR 1.00 [South African currency] being equal to \_\_\_\_\_ [foreign currency] \_\_\_\_\_ % in relation to tendered price(s) to be remitted overseas by SFF.

Beneficiary details:

Name [Account holder] \_\_\_\_\_  
 Bank [Name and branch code] \_\_\_\_\_  
 Swift code \_\_\_\_\_  
 Country \_\_\_\_\_

[Applicable base date of Exchange Rate used]

Tenderers should note that SFF should receive fixed price offers expressed in South African Rand [ZAR].

### 13 SERVICE LEVELS

An experienced account representative(s) is required to work with SFF procurement department. [No sales representatives are needed for individual department or locations]. Additionally, there shall be a minimal number of people, fully informed and accountable for this agreement.

SFF will have reviews with the Service Provider’s account representative on an on-going basis.

SFF reserves the right to request that any member of the Service Provider’s team involved on the SFF account be replaced if deemed not to be adding value for SFF.

The Service Provider guarantees that it will achieve a 95% [ninety-five per cent] service level on the following measures:

- a) Random checks on compliance scope of requirements
- b) On-time deliverables:
  - The Service Provider must provide a telephone number for customer service calls.
  - Failure of the Service Provider to comply with stated service level requirements will give SFF the right to cancel the contract in whole, without penalty to SFF, giving 30 [thirty] days’ notice to the Service Provider of its intention to do so.

Acceptance of Service Levels:

<b>YES</b>	
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<b>NO</b>	
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### 14 RISK

Tenderers must elaborate on the control measures put in place by their entity, which would mitigate the risk to SFF pertaining to potential non-performance by a Service Provider, in relation to:

Quality of Services delivered:

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Continuity of the provision of Services:

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**Part T2: Returnable documents**

**T2.1: List of Returnable Documents**

Returnable Documents means all the documents, Parts and Annexures, as listed in the tables below. There are three types of returnable documents as indicated below and Respondents are urged to ensure that these documents are returned with their bids based on the consequences of non-submission as indicated below:

Mandatory Returnable Documents	<b><i>Failure to provide all these Mandatory Returnable Documents at the Closing Date and time of this RFP <u>will</u> result in a Tenderer's disqualification.</i></b>
Returnable Documents Used for Scoring	<b><i>Failure to provide all Returnable Documents used for purposes of scoring a bid, by the closing date and time of this bid <u>will not</u> result in a Tenderer's disqualification. However, Bidders will receive an automatic score of zero for the applicable evaluation criterion.</i></b>
Essential Returnable Documents	<b><i>Failure to provide essential Returnable Documents <u>will</u> result in SFF affording Tenderers a further opportunity to submit by a set deadline. Should a Tenderer thereafter fail to submit the requested documents, this may result in a Tenderer's disqualification.</i></b>

**(a) Mandatory Returnable Documents**

**Tenderers are urged to ensure that all these Documents are returned with their Proposal**

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

<b>MANDATORY RETURNABLE DOCUMENTS</b>	<b>SUBMITTED [Yes/No]</b>
CIDB grading of 8ME OR 8CE or Higher	
Proof of CSD Registration No.	
Form of Offer	

**(b) Returnable Documents Used for Scoring**

In addition to the requirements of Part (a) above, Tenderers are further required to submit with their Proposals the following **Returnable Documents Used for Scoring** as detailed below.

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

RETURNABLE DOCUMENTS USED FOR SCORING	SUBMITTED [Yes/No]
Refer to Stage 2 Technical/Functional Evaluation which details the returnable documents to be used for the technical evaluation that will not result in disqualification but a score of zero for that aspect of the technical evaluation.	
Tenders must submit a copy of their B-BBEE certificate issued by an authorized body or person or a B-BBEE sworn affidavit to claim specific goal(s) points.	

**(c) Essential Returnable Documents**

In addition to the requirements of Part (a) and (b) above, Tenderers are further required to submit with their Proposals the following **essential Returnable Documents** as detailed below.

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

ESSENTIAL RETURNABLE DOCUMENTS & SCHEDULES	SUBMITTED [Yes or No]
PART 2: Background, Overview and Scope of Requirements	
PART 5: Proposal Form	
PART 6: Signing Power - Resolution of Board of Directors	
PART 7: Certificate of Acquaintance with RFP Documents	
PART 8: Certificate of Acquaintance with General Tender Conditions Services	
PART 9: RFP Declaration Form	
PART 10: Breach of Law Form	
PART 11: Certificate of Acquaintance with non-disclosure agreement	
List of Directors	
Annexure A: Preference Points Claim Form	
Annexure B: Declaration of Interest	
Annexure C: Declaration of bidder's past SCM practices	
Annexure D1: Certificate of independent bid determination	
Annexure C2: Standard Conditions of tender	
ANNEXURE (E): SBD1	
APPENDIX (II): SAFETY ARRANGEMENTS AND PROCEDURAL COMPLIANCE WITH THE OCCUPATIONAL HEALTH AND SAFETY ACT (ACT 85 OF 1993) AND APPLICABLE REGULATIONS	
3 Years Audited Financial Statement for the Tenderer	

**PART 5: PROPOSAL FORM**  
**RETURABLE DOCUMENTS**

**CONTINUED VALIDITY OF**

The successful Tenderer will be required to ensure the validity of all returnable documents, including but not limited to its Tax Clearance Certificate and valid B-BBEE Verification Certificate, for the duration of any contract emanating from this RFP. Should the Tenderer be awarded the contract [**the Agreement**] and fail to present SFF with such renewals as and when they become due, SFF 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 SFF may have for damages against the Tenderer.

By signing these RFP documents, the Tenderer 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 SFF will recognize no claim for relief based on an allegation that the Tenderer overlooked any such condition or failed properly to take it into account for the purpose of calculating tendered prices or otherwise.

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

Signature of tenderers authorised representative:

\_\_\_\_\_  
Name \_\_\_\_\_

Witness 1 \_\_\_\_\_ Address \_\_\_\_\_

Name \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Witness 2 \_\_\_\_\_ Address \_\_\_\_\_

Name \_\_\_\_\_

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 authorized thereto by a Resolution of the Board of Directors or Members or Certificate of Partners, as per Part 5 of this RFP (a certified copy of which is annexed hereto) 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 SFF Association's:

- (i) Terms and Conditions of Contract – Services; to be provided on contract conclusion
- (ii) Standard Conditions For the tender (Annexure C2); and
- (iii) any other standard or special conditions mentioned and/or embodied in this Request for Proposal.

I/We accept that unless SFF association should otherwise decide and so inform me/us in the letter of appointment, this Proposal [and, if any, its covering letter and any subsequent exchange of correspondence], together with SFF association's acceptance thereof shall constitute a binding contract between SFF association and me/us.

Should SFF association decide that a formal contract should be signed and so inform me/us in a letter of appointment [the Letter of Appointment], this Proposal [and, if any, its covering letter and any subsequent exchange of correspondence] together with SFF Letter of appointment, shall constitute a binding contract between SFF 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] weeks thereafter, SFF 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 ..... only. Furthermore, I/we agree to a penalty clause/s to be negotiated with SFF, which will allow SFF to invoke a penalty against us for non-compliance with material terms of this RFP including the delayed provision of the Services due to non-performance by ourselves. In addition, I/we agree that noncompliance with any of the material terms of this RFP, including those mentioned above, will constitute a material breach of contract and provide SFF with cause for cancellation.

I/We acknowledge that the SFF may be required to process my/our personal information (as such capitalised terms are defined in the Protection of Personal Information Act, No. 4 of 2013) in order to evaluate this RFP and facilitate my/our appointment as a service provider and that such processing shall be done in accordance with the SFF's Privacy Policy, which is available on its website or on request.

## 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 Tenderer hereunder, at which all legal documents may be served on the Tenderer who shall agree to submit to the jurisdiction of the courts of the Republic of South Africa. Foreign Tenderers shall, therefore, state hereunder the name of their authorized 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.

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

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

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

Address: \_\_\_\_\_  
\_\_\_\_\_

## NOTIFICATION OF AWARD OF RFP

As soon as possible after approval to award the contract(s), the successful Tenderer [**the Service Provider**] will be informed of the acceptance of its Proposal. Unsuccessful Tenderers will be advised in writing of the name of the successful Service Provider and the reason as to why their Proposals have been unsuccessful, for example, in the category of price, delivery period, quality, B-BBEE status or for any other reason.

## VALIDITY PERIOD

SFF requires a validity period of **12 weeks** from the closing date of this RFP.

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

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

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

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

(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. In this regard Tenderers are required to complete and return a signed copy of Certificate of Acquaintance with the Non-Disclosure Agreement [Appendix (ii)]. 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 SFF's business, written approval to divulge such information must be obtained from SFF association and such information must be disclosed in accordance with the provisions of the Protection of Personal Information Act, No 4 of 2013.

**PART 6: SIGNING POWER**

RFPRFPRFP

**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	SIGNATURE
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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 CHAIRPERSON

## PART 7: 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 SFF association for the carrying out of the proposed supply/service/works for which I/we submitted my/our Proposal.
2. I/we furthermore agree that SFF 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 Tenderer, whether or not affiliated with the Tenderer, 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 Tenderer and/or is in the same line of business as the Tenderer
6. The Tenderer 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 specifications 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, specifications 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 Tenderer, 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 TENDERER



**PART 8: CERTIFICATE OF ACQUAINTANCE WITH THE  
GENERAL TENDER CONDITIONS - SERVICES**

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

I/We \_\_\_\_\_ do hereby certify that I/we acquainted myself/ourselves with all the documentation comprising the General Tender Conditions - Services as received on \_\_\_\_\_ [insert date] from SFF association for the carrying out of the proposed Services for which I/we submitted my/our Proposal.

I/We furthermore agree that SFF association shall recognise no claim from me/us for relief based on an allegation that I/we overlooked any terms and conditions of the General Tender Conditions 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 entire General Tender Conditions as confirmation in terms of the Returnable Schedule.

SIGNED AT \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20 \_\_\_\_\_

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

\_\_\_\_\_  
SIGNATURE OF TENDERER

**PART 9: DECLARATION FORM**

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

We \_\_\_\_\_ do hereby certify that:

1. SFF has supplied and we have received appropriate Submissions to any/all questions [as applicable] which were submitted by ourselves for RFP Clarification purposes;
2. we have received all information we deemed necessary for the completion of this Request for Proposal [RFP];
3. at no stage have we received additional information relating to the subject matter of this RFP from SFF association sources, other than information formally received from the designated SFF association contact(s) as nominated in the RFP documents;
4. we are satisfied, insofar as our entity is concerned, that the processes and procedures adopted by SFF association in issuing this RFP and the requirements requested from Tenderers in responding to this RFP have been conducted in a fair and transparent manner; and
5. Furthermore, we declare that a family, business and/or social relationship exists / Does not exist [delete as applicable] between an owner / member / director / partner / Shareholder of our entity and an employee or board member of the SFF association Group including any person who may be involved in the evaluation and/or adjudication of this Tender.
6. In addition, we declare that an owner / member / director / partner / shareholder of our entity is / is not [delete as applicable] an employee or board member of the SFF association Group.
7. If such a relationship as indicated in paragraph 5 and/or 6 exists, the Tenderer is to complete the following Part:

FULL NAME OF OWNER/MEMBER/DIRECTOR/ PARTNER/SHAREHOLDER: ADDRESS:

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

Indicate nature of relationship with SFF association:

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

*[Failure to furnish complete and accurate information in this regard will lead to the disqualification of a response and may preclude a Tenderer from doing future business with SFF]*

8. We declare, to the extent that we are aware or become aware of any relationship between ourselves and SFF [other than any existing and appropriate business relationship with SFF association] which

could unfairly advantage our entity in the forthcoming adjudication process, we shall notify SFF association immediately in writing of such circumstances.

9. We accept that any dispute pertaining to this Tender will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought.
10. We further accept that SFF reserves the right to reverse an award of business or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.
11. We declare that our particulars as provided to be true and correct, and undertake to keep SFF association informed of any changes thereto and acknowledge that the company may be required to Process our Personal Information (as such capitalised terms are defined in the Protection of Personal Information Act, No. 4 of 2013) in order to evaluate this RFP and facilitate our appointment as a service provider and that such Processing shall be done in accordance with SFF association's Privacy Policy, which is available on request.

SIGNED AT \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20 \_\_\_\_\_

For and on behalf of  _____ duly authorised hereto	AS WITNESS:
Name:	Name:
Position:	Position:
Signature:	Signature:
Date:	
Place:	



**PART 10 : 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 Tenderer 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 SFF association SOC Ltd reserves the right to exclude any Tenderer 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 TENDERER

**PART 11: CERTIFICATE OF ACQUAINTANCE WITH NON-DISCLOSURE AGREEMENT**

I/We \_\_\_\_\_ do hereby certify that I/we acquainted myself/ourselves with all the documentation comprising the Non-Disclosure Agreement [Appendix (ii)] for the carrying out of the proposed supply for which I/we submitted my/our Proposal.

I/We furthermore agree that SFF association shall recognise no claim from me/us for relief based on an allegation that I/we overlooked any provisions of the Non-Disclosure Agreement or failed to take it into account for the purpose of submitting my/our Tender.

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

SIGNED AT \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20 \_\_\_\_\_

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

\_\_\_\_\_  
SIGNATURE OF TENDERER



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

**SBD 6.1**

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

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

**1. GENERAL CONDITIONS**

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

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

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

*(delete whichever is not applicable for this tender).*

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

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

- i) Price; and
- ii) Specific Goals.

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

The maximum points for this tender are allocated as follows:

	POINTS
<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:

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

Where

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

## 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	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) (To be completed by the tenderer)	Number of points claimed (80/20) (To be completed by the tenderer)
51% Black Owned Enterprise or more	5	10		
30% Black Women Owned or more	5	10		
<b>TOTAL POINTS FOR SPECIFIC GOALS CLAIMED</b>	<b>10%</b>	<b>20%</b>		

**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.

## 5. SUB-CONTRACTING

5.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

5.2 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? YES / NO (delete which is not applicable)

Tenderers are to submit a signed intended sub-contracting agreement agreeing to be sub-contracted in the event of the tenderer's appointment. Such agreement should clearly state the percentage [%] split of business and the associated responsibilities of each party.

## **6. Points awarded for B-BBEE Status Level of Contribution**

6.1 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

6.2 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

**ANNEXURE B: SBD 4 DECLARATION OF INTEREST**

No bid will be accepted from persons in the service of the state\*.

1. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.

2. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1 Full Name: .....

3.2 Identity Number: .....

3.3 Company Registration Number: .....

3.4 Tax Reference Number: .....

3.5 VAT Registration Number: .....

3.6 Are you presently in the service of the state\* **YES / NO**

3.6.1 If so, furnish particulars.

.....

.....

3.7 Have you been in the service of the state for the past **YES / NO**  
twelve months?

3.7.1 If so, furnish particulars.

.....

3.8 Do you, have any relationship (family, friend, other) with **YES/NO**  
persons in the service of the state and who may be involved

\_\_\_\_\_

\* "State" means –

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

with the evaluation and or adjudication of this bid?

3.8.1 If so, furnish particulars.

.....  
.....

3.9 Are you, aware of any relationship (family, friend, other) **YES/NO**

between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?

3.9.1 If so, furnish particulars

.....  
.....

3.10 Are any of the company’s directors, managers, principal **YES / NO**  
shareholders or stakeholders in service of the state?

3.10.1 If so, furnish particulars.

.....  
.....

3.11 Are any spouse, child or parent of the company’s directors, **YES / NO**  
managers, principal shareholders or stakeholders in service of the state?

3.11.1 If so, furnish particulars.

.....  
.....

**CERTIFICATION**

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

Declare that my particulars as provided herein are both true and correct, and undertake to keep SFF association informed of any changes hereto. I acknowledge that SFF is required to process my personal information (as such capitalised terms are defined in the Protection of Personal Information Act, No. 4 of 2013), in order to facilitate my appointment and service as a supplier, and that such processing shall be done in accordance with SFF’s privacy policy, which is available on its website and on request.

I accept that the state may act against me should this declaration prove to be false.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Tenderer

**ANNEXURE C1: SBD 9 CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

**BID NUMBER:** .....

in response to the invitation for the bid made by the SFF do hereby make the following statements that I certify to be true and complete in every respect :

I certify, on behalf of: \_\_\_\_\_ that:  
(Name of Bidder/Tenderer)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or
9. arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
10. 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.
11. 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.

SIGNED ON BEHALF OF TENDERER: .....



**ANNEXURE D: SBD 8 DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

**(Note that in this document, the words bid and tender, bidder and tenderer, bidder's and tenderer's should be used interchangeably)**

1. The bid of any bidder may be disregarded if the bidder, or any of its directors have-
  - a. abused the Department's supply chain management system;
  - b. committed fraud or any other improper conduct in relation to such system, or
  - c. failed to perform on any previous contract.
  
2. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
2.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? <b>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).</b>		
2.1.1	If so, furnish particulars		
2.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No12 of 2004?) <b>To assess this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445</b>		
2.2.1	If so, furnish particulars		
2.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?		
2.3.1	If so, furnish particulars:		
2.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?		

**CERTIFICATION**



I, THE UNDERSIGNED (FULL NAME) -----CERTIFY THAT MY PARTICULARS AS PROVIDED HEREIN ARE BOTH TRUE AND CORRECT, AND UNDERTAKE TO KEEP SFF INFORMED OF ANY CHANGES HERETO. I ACKNOWLEDGE THAT SFF ASSOCIATION IS REQUIRED TO PROCESS MY PERSONAL INFORMATION (AS SUCH CAPITALISED TERMS ARE DEFINED IN THE PROTECTION OF PERSONAL INFORMATION ACT, NO. 4 OF 2013), IN ORDER TO FACILITATE MY APPOINTMENT AND SERVICE AS A SERVICE PROVIDER, AND THAT SUCH PROCESSING SHALL BE DONE IN ACCORDANCE WITH SFF ASSOCIATION'S PRIVACY POLICY, WHICH IS AVAILABLE ON REQUEST.

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

-----

Signature

-----

Date

-----

Position

-----

Name of Bidder

**ANNEXURE (E): SBD1**

**PART A INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DESIGN AND CONSTRUCT MARINE STRUCTURES FOR A LOADING FACILITY IN SALDANHA BERTH 104 TO ALLOW FOR THE IMPORT OF REFINED PRODUCTS AND LPG</b>					
BID NUMBER:		CLOSING DATE:		CLOSING TIME:	
DESCRIPTION					
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON		CONTACT PERSON			
TELEPHONE NUMBER		TELEPHONE NUMBER			
FACSIMILE NUMBER		FACSIMILE NUMBER			
E-MAIL ADDRESS		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:		<b>O R</b>	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	<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES ENCLOSE PROOF]		<b>16.1.1</b> ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS		<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES, ANSWER THE QUESTIONNAIRE BELOW ]

<u>/WORKS</u> <u>OFFERED?</u>		<u>OFFERED?</u>	
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**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?  YES  NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?  
NO  YES

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?  
 NO  YES

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?  
 NO  YES

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?  
NO  YES

**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**

<p><b>1. BID SUBMISSION:</b></p> <p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>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></p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p> <p>1.4. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b></p>
<p><b>2. TAX COMPLIANCE REQUIREMENTS</b></p> <p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>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.</p> <p>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.”</p>

**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: .....

**APPENDIX (II): SAFETY ARRANGEMENTS AND PROCEDURAL COMPLIANCE WITH THE OCCUPATIONAL HEALTH AND SAFETY ACT (ACT 85 OF 1993) AND APPLICABLE REGULATIONS**

**1. General**

1.1 The Contractor and SFF (hereinafter referred to as “the Client”) are individual employers, each in its own

right, with their respective duties and obligations set out in the Occupational Health and Safety Act, Act 85 of 1993 (the Act) and applicable Regulations.

- 1.2 The Contractor accepts, in terms of the General Conditions of Contract and in terms of the Act, his obligations as an employer in respect of all persons in his employ, other persons on the premises or the Site or place of work or on the work to be executed by him, and under his control. He shall, before commencement with the execution of the contract work, comply with the provisions set out in the Act, and shall implement and maintain a Health and Safety Plan as described in the Construction Regulations, 2003 and as approved by SFF, on the Site and place of work for the duration of the Contract.
- 1.3 The Contractor accepts his obligation to complying fully with the Act and applicable Regulations notwithstanding the omission of some of the provisions of the Act and the Regulations from this document.
- 1.4 SFF accepts, in terms of the Act, its obligations as an employer of its own employees working on or associated with the site or place of work, and the Contractor and Procurement Manager / SHEQ Manager / Technical Manager or his deputy shall at all times, co-operate in respect of the health and safety management of the site, and shall agree on the practical arrangements and procedures to be implemented and maintained during execution of the Works.
- 1.5 In the event of any discrepancies between any legislation and this specification, the applicable legislation will take precedence.

**2. Definitions**

- 2.1 In this Specification any word or expression to which a meaning has been assigned in the Construction Regulations, shall have the meaning so assigned to it, unless the context otherwise indicates: -
- 2.2 **“competent person”** in relation to construction work, means any person having the knowledge, training and experience specific to the work or task being performed:  
Provided that where appropriate qualifications and training are registered as per the South African Qualifications Authority Act, 1995 these qualifications and training shall be deemed to be the required qualifications and training;
- 2.4 **“contractor”** means principal contractor and **“subcontractor”** means contractor as defined by the Construction Regulations, 2003.
- 2.5 **“fall protection plan”** means a documented plan, of all risks relating to working from an elevated position, considering the nature of work undertaken, and setting out the procedures and methods applied to eliminate the risk;40
- 2.6 **“health and safety file”** means a file or other record in permanent form, containing the information required to be kept on site in accordance with the Act and applicable Regulations;
- 2.7 **“Health and Safety Plan”** means a documented plan which addresses the hazards identified and include safe work procedures to mitigate, reduce or control the hazards identified;

- 2.8 **“Risk Assessment”** means a programme to determine any risk associated with any hazard at a construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazard;
- 2.9 **“the Act”** means the Occupational Health and Safety Act No. 85 of 1993.
3. The Contractor shall, in accordance with the Act and applicable Regulations, make all the necessary appointments of competent persons in writing on a form similar to Annexure 2 of this Specification and deliver copies thereof to the Procurement Manager / SHEQ Manager / Technical Manager. Copies should also be retained on the health and safety file.
- 3.1 Subcontractors shall also make the above written appointments and the Contractor shall deliver copies thereof to the Procurement Manager / SHEQ Manager / Technical Manager.
- 3.2 In the case of a self-employed Contractor or any subcontractor who has the appropriate competencies and supervises the work himself, the appointment of a construction supervisor in terms of regulation 6.1 of the Construction Regulations, 2003 will not be necessary. The Contractor shall in such a case execute and sign a declaration, as in Annexure 3, by which he personally undertakes the duties and obligations of the "Chief Executive Officer" in terms of section 16(1) of the Act.
- 3.3 The Contractor shall, before commencing any work, obtain from the Procurement Manager / SHEQ Manager / Technical Manager an access certificate as in Annexure 4 executed and signed by him, permitting and limiting access to the designated site or place of work by the Contractor and any subcontractors under his control.
- 3.4 Procedural compliance with Act and Regulations, as above, shall also apply to any subcontractors as employers in their own right. The Contractor shall furnish the Procurement Manager / SHEQ

Manager / Technical Manager with full particulars of such subcontractors and shall ensure that they comply with the Act and Regulations and safety requirements and procedures.

#### 4. **Special Permits**

Where special permits are required before work may be carried out such as for hot work, isolation permits, work permits and occupations, the Contractor shall apply to the Procurement Manager / SHEQ Manager / Technical Manager or the relevant authority for such permits to be issued. The Contractor shall strictly comply with the conditions and requirements pertaining to the issue of such permits.

#### 5. **Health and Safety Programme**

- 5.1 The Tenderer shall, with his tender, submit a Health and Safety Programme setting out the practical arrangements and procedures to be implemented by him to ensure compliance by him with the Act and Regulations and particularly in respect of: -
- (i) The provision, as far as is reasonably practical, of a working environment that is safe and without risk to the health of his employees and subcontractors in terms of section 8 of the Act;
  - (ii) the execution of the contract work in such a manner as to ensure in terms of section 9 of the Act that persons other than those in the Contractor's employment, who may be directly affected by the contract work are not thereby exposed to hazards to their health and safety;

(iv) ensuring, as far as is reasonably practical, in terms of section 37 of the Act that no employee or subcontractor of the Contractor does or omits to do any act which would be an offence for the Contractor to do or omit to do.

5.2 The Contractor's Health and Safety Programme shall be based on a risk assessment in respect of the hazards to health and safety of his employees and other persons under his control that are associated with or directly affected by the Contractor's activities in performing the contract work and shall establish precautionary measures as are reasonable and practical in protecting the safety and health of such employees and persons.

5.3 The Contractor shall cause a risk assessment contemplated in clause 5.2 above to be performed by a competent person, appointed in writing, before commencement of any **Construction Work** and reviewed during construction. The Risk Assessments shall form part of the Health and Safety programme to be applied on the site and shall include at least the following:

- The identification of the risks and hazards that persons may be exposed to;
- the analysis and evaluation of the hazards identified;
- a documented Health and Safety Plan, including safe work procedures to mitigate, reduce or control the risks identified;
- a monitoring and review plan.

5.4 The Health and Safety Plan shall include full particulars in respect of: -

- The safety management structure to be instituted on site or place of work and the names of the Contractor's health and safety representatives and members of safety committees where applicable;
- the safe working methods and procedures to be implemented to ensure the work is performed in compliance with the Act and Regulations;
- the safety equipment, devices and clothing to be made available by the Contractor to his employees;
- the site access control measures pertaining to health and safety to be implemented;
- The introduction of control measures for ensuring that the Safety Plan is maintained and monitored for the duration of the Contract.

5.5 The Health and Safety programme shall be subject to the Procurement Manager / SHEQ Manager / Technical Manager's approval and he may, in consultation with the Contractor, order that additional and/or supplementary practical arrangements and procedures be implemented and maintained by the Contractor or that different working methods or safety equipment be used or safety clothes be issued which, in the Procurement Manager / SHEQ Manager / Technical Manager's opinion, are necessary to ensure full compliance by the Contractor with his obligations as an employer in terms

of the Act and Regulations. The Procurement Manager / SHEQ Manager / Technical Manager or his deputy shall be allowed to attend meetings of the Contractor's safety committee as an observer.

5.6 The Contractor shall take reasonable steps to ensure that each subcontractor's Health and Safety Plan is implemented and maintained on the construction site: Provided that the steps taken shall include periodic audits at intervals mutually agreed to between the them, but at least once every month.

- 5.7 The Contractor shall stop any subcontractor from executing any construction work, which is not in accordance with the Contractor's, and/or subcontractor's Health and Safety Plan for the site or which poses a threat to the health and safety of persons.
- 5.8 The Contractor shall ensure that a copy of the Health and Safety Plan is available on site for inspection by an inspector, Procurement Manager / SHEQ Manager / Technical Manager, agent, subcontractor, employee, registered employee organization, health and safety representative or any member of the health and safety committee.
- 5.9 The Contractor shall consult with the health and safety committee or, if no health and safety committee exists, with a representative group of employees, on the development, monitoring and review of the Risk Assessment.
- 5.10 The Contractor shall ensure that all employees under his control are informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the Risk Assessment.
- 5.11 The Contractor shall ensure that all subcontractors are informed regarding any hazard as stipulated in the Risk Assessment before any work commences, and thereafter at such times as may be determined in the Risk Assessment.
- 5.12 The Contractor shall ensure that all visitors to a construction site undergoes health and safety induction pertaining to the hazards prevalent on the site and shall be provided with the necessary personal protective equipment.

## **6. Fall Protection Plan**

- 6.1 In the event of the risk and hazard identification, as required in terms of clause 5.3 of this Specification, revealing risks relating to working from an elevated position the contractor shall cause the designation of a competent person, responsible for the preparation of a fall protection plan;
- 6.2 The Contractor shall implement, maintain and monitor the fall protection plan for the duration of Contract. The Contractor shall also take such steps to ensure the continued adherence to the fall protection plan.
- 6.3 The fall protection plan shall include: -
  - A Risk Assessment of all work carried out from an elevated position;
  - The procedures and methods to address all the identified risks per location;
  - The evaluation of the employees' physical and psychological fitness necessary to work at elevated positions;
    - The training of employees working from elevated positions; and
    - The procedure addressing the inspection, testing and maintenance of all fall protection equipment.

## **7. Hazards and Potential Hazardous Situations**

The Contractor and the Procurement Manager / SHEQ Manager / Technical Manager shall immediately notify one another of any hazardous or potentially hazardous situations which may arise during performance of the Contract by the Contractor or any subcontractor and, in particular, of such hazards as may be caused by the design, execution and/or location and any other aspect pertaining to the contract work.

## 8. Health and Safety File

- 8.1 The Contractor shall ensure that a health and safety file is opened and kept on site and shall include all documentation required as per the Act and applicable regulations, and made available to an inspector, the Procurement Manager / SHEQ Manager / Technical Manager, or subcontractor upon request.
- 8.2 The Contractor shall ensure that a copy of the both his Health and Safety Plan as well as any subcontractor’s Health and Safety Plan is available on request to an employee, inspector, contractor or the Procurement Manager / SHEQ Manager / Technical Manager.
- 8.3 The Contractor shall hand over a consolidated health and safety file to the Procurement Manager / SHEQ Manager / Technical Manager upon completion of the **Works** and shall in addition to documentation mentioned in the Act and applicable Regulations include a record of all drawings, designs, materials used and other similar information concerning the completed structure.

Item	Deliverable
a	HSE philosophy
b	Emission, effluents and waste materials register
c	Environmental impact assessment support as required
d	Preliminary Material Safety Data Sheets (especially for hazardous substances).
e	Qualitative risk analysis
f	Hazard identification study

### HSE philosophy

Inherent safety and protection of the environment is a prerequisite from the beginning of the design process. The HSE philosophy must be included in the design premise document, and should include considerations on waste reduction, minimisation of fugitive emissions, ground water pollution prevention, minimisation of manning levels for hazardous processes, hazardous materials handling, early detection systems and specific measures to reduce risks to ALARP levels.

**Hazard identification study** A systematic evaluation of all hazards shall be performed in the hazard study. The hazard study is the basis for the area classification drawings and may alter the location of for example buildings, process units on the plot plan or may lead to additional preventive measures (firewalls, other material types etc) being required.

## ANNEXURE C2 -STANDARD CONDITIONS OF TENDER

### 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 C.2 and C.3, timeously and with integrity, and behave equitably, honestly, and transparently, 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. Tenderers 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 at the start of any deliberations relating to 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 a 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 readily read, copied and recorded. Communications 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 works specified in 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 tender invitation was advertised

C.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

### C.1.6 Procurement procedures

#### **C.1.6.1 General**

Unless otherwise stated in the tender data, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

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

C.1.6.2.1 Where the tender data require 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.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 data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.

Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified, and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

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.

##### **C.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 tenderers 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) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

##### **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 costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

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 only for the purpose of preparing and submitting a tender offer in response to the invitation.

#### **C.2.5 Reference documents**

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

#### **C.2.6 Acknowledge addenda**

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary, apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

#### **C.2.7 Clarification meeting**

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

#### **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 closing time stated in the tender data.

#### **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 insurance.

#### **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 fourteen (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 compares the requirements of the tender documents with the alternative requirements that are proposed.

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 a single tendering entity or as a member in a joint venture to provide the whole of the works 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 listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope 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.2.13.7 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 stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).

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 employer's 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 twenty-eight (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 requests 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 offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- 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 the prequalification process.

**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) working days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.

**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 tender submission to obtain a forwarding address), to the tenderer concerned.

**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 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 a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

#### **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 C.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-item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; 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.

Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

**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.

**The activities associated with evaluating tender offers are as follows:**

- a) Open and record tender offers received
- b) Determine whether or not tender offers are complete
- c) Determine whether or not tender offers are responsive
- d) Evaluate tender offers
- e) Determine if there are any grounds for disqualification
- f) Determine acceptability of preferred tenderer
- g) Prepare a tender evaluation report
- h) Confirm the recommendation contained in the tender evaluation report

#### **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 certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

#### **C.3.13 Acceptance of tender offer**

Accept the 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 the employer's procurement;
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the 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 No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her 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 as part of the 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 construction works 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 as soon as 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 but withhold 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.

## 15 EVALUATION AND METHODOLOGY

SFF will utilise the following methodology and criteria in selecting a preferred Service Provider:

### **STAGE 1 (TEST FOR RESPONSIVENESS) :**

Step 1 (Administrative responsiveness)

Step 2 (Eligibility Criteria)

### **STAGE 2 (FUNCTIONALITY / TECHNICAL EVALUATION)**

Step 3 (Minimum thresholds for functionality)

### **STAGE 3 (WEIGHTED SCORING)**

Step 4 (Price 80/90 and 20/10)

Step 5 (Post tender negotiation with preferred tenderer [2<sup>nd</sup> and 3<sup>rd</sup> ranked tenderers (if required) in a sequential and not simultaneous manner] if pricing is not market-related.

Step 6 (Selection of the preferred bidder. Objective criterion to justify award to someone other than the highest ranked bidder must have been stated in the bid documents and can be used at this stage, if applicable)

Step 7 (Award of business and conclusion of contract)

## 16.2 STAGE 1: TEST FOR RESPONSIVENESS

### **Step 1 - Test for Administrative Responsiveness**

The test for administrative responsiveness will include the following:

<b>Administrative responsiveness check</b>
• Whether the Tender has been received on time
• Whether all Returnable Documents were completed and returned by the closing date and time
• Verify the validity of all returnable documents

**The test for administrative responsiveness [Step One] must be passed for a Tenderer's Proposal to progress to Step Two for further pre-qualification**

### **Step 2 – Eligibility Criteria**

The test for substantive responsiveness to this RFP will include the following:

<b>Check for substantive responsiveness</b>
<ul style="list-style-type: none"> <li>• Whether the Tenderer meets the CIDB requirements <b>(8ME OR 8CE or Higher)</b></li> </ul>
<ul style="list-style-type: none"> <li>• Whether the Tenderer is CSD registered</li> </ul>
<ul style="list-style-type: none"> <li>• Form of offer</li> </ul>

**The test for eligibility Criteria [Step Two] must be passed for a Tenderer's Proposal to progress to Stage 2 for further evaluation**

**a. STAGE 2: Technical / Functionality Evaluation Criteria**

**Step 3: Minimum Threshold is 80% for the Technical/Functionality Criteria**

Technical Evaluation criteria	Proof	% Weighting		SCORES	
Contractor Capability	Completion Certificate signed by client, confirming successful completion of work.	Score will be based on successfully executed and completed construction projects within the Oil & Gas Industry over the last 10 years of which details are provided	3 completion certificates	5	30%
			2 completion certificates	3	
			1 completion certificate	1	
			Non-responsive	0	
Contractor Experience in EPC	<b>Design Experience in EPC Projects</b> List of projects that will be provided with contactable details for due diligence.	Score will be based on successfully executed and completed EPC projects in designing of Marine Structures over the last 10 years.	3 Projects	5	15%
			2 Projects	3	
			1 Project	1	
			Non-responsive	0	
	<b>Construction Experience in EPC Projects</b> Completion Certificate signed by client, confirming successful completion of work.	Score will be based on successfully executed and completed EPC projects in construction of Marine Structures over the last 10 years	3 Completion certificates	5	25%
			2 Completion certificates	3	
			1 Completion certificate	1	
			Non-responsive	0	
Contractor: (Qualifications of key personnel + experience based on submitted CV)	CV of a Construction manager with experience of minimum 10 years in Construction within the Oil & Gas industry of which details are provided:	Score will be based on the number of years of experience of the key personnel (i.e. Construction Manager. )	10 years' experience =	5	10%
			6 to 9 years' experience	3	
			1-5 years' experience	1	
			Non-responsive	0	
Technical Approach and Methodology	Detailed technical approach and methodology is provided that is aligned to the scope of work/ highlighting the risk/s and mitigation measures associated with working within the Oil & Gas industry.	The contractor to demonstrate the approach and methodology that is aligned to the scope of work/ highlighting the risk/s and mitigation measures associated with working within the Oil & Gas industry.	Detailed technical approach and methodology provided is aligned to the scope of work/ highlighting the risk/s and mitigation measures associated with working within the Oil & Gas industry.	5	10%
			Generic technical approach project methodology provided, is not aligned to scope.	0	
Timelines	Detailed schedule that reflects the resources and dates/times for carrying out operations, taking resource and product availability into consideration.	Score will be based on how soon the contractor will complete the design and construction of works based on the schedule that bidders will submit on their responses	1-6 months schedule	5	10%
			7-12 months schedule	3	
			Non-responsive	0	

**Note: If the contractor fails to meet their specified project timelines, penalty fees will be applied.**

***SFF might request the suppliers to present their solutions in the presence of their technical team representative and also demonstrate their Executive and standard instruments***

**Key Personnel**

The EPC contractor shall insert in the spaces provided below details of the key personnel required to be in the permanent employment of the service provider at the close of tender. Alternatively, signed undertakings from specialist consultants/firms having the required personnel, stating that they will undertake the necessary work on behalf of the service in terms of sub-consultant agreements, will be acceptable.

The successful service provider is required to have the Key Personnel resources for the duration of the contract and must submit their CVs.

- Construction Manager
- Design Lead



## TABLE 2.2 SERVICE PROVIDER TECHNICAL EXPERIENCE

The service provider shall insert in the spaces provided below details of the company experience, where company experience is required.

Company Name:					
List below the projects that the company had undertaken in past 10 years in the table that is relevant to the criteria above.					
					Duration
Name of the Project	Client Name	Client contact details	Description of the work undertaken on the project	Commencement date (day, month, and yr.)	End date (day, month, and yr.)

**The minimum threshold for technical/functionality (Step Three) must be met or exceeded for a Tenderer's Proposal to progress to Stage 3 for final evaluation.**

### b. STAGE 3: Evaluation and Final Weighted Scoring

#### Step 4 - Price Criteria [Weighted score 80/90 points]

Evaluation Criteria
• Commercial offer
• Commercial discounts <sup>1</sup>

SFF association will utilise the following formula in its evaluation of Price:

$$PS = 80/90 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where:

Ps = Score for the Tender under consideration

Pt = Price of Tender under consideration

<sup>1</sup> Only unconditional discounts will be taken into account during evaluation. A discount which has been offered conditionally will, despite not being taken into account for evaluation purposes, be implemented when payment is effected

Pmin = Price of lowest acceptable tender

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

- i) Price; and
- ii) Specific Goals (weighted score 10/20)

**SPECIFIC GOALS:**

SFF has identified in its Supply Chain Management Policy, specific goals, which will be used to promote transformation and empowerment.

A maximum of 10/20 points will be awarded to a tenderer for specific goals specified in the RFP as follows:

The specific goals allocated points in terms	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) (To be completed by the tenderer)	Number of points claimed (80/20) (To be completed by the tenderer)
51% Black Owned Enterprise or more	5	10		
30% Black Women Owned or more	5	10		
<b>TOTAL POINTS FOR SPECIFIC GOALS CLAIMED</b>	<b>10%</b>	<b>20%</b>		

**Tenders must submit their B-BBEE certificate issued by an authorized body or person or a B-BBEE sworn affidavit to claim specific goal(s) points.**

**POINTS OBTAINED FOR PRICE SHOULD BE ADDED TO POINTS OBTAINED FOR SPECIFIC GOALS.**

TENDER MUST BE AWARDED TO THE TENDERER SCORING THE HIGHEST POINTS. HOWEVER, A CONTRACT MAY BE AWARDED TO A TENDERER THAT DID NOT SCORE THE HIGHEST POINTS ONLY IN ACCORDANCE WITH SECTION 2 (1)(F) OF THE PPPFA 05 OF 2000.

- iii) Cost / Price

The service provider will be requested to provide a quotation for the work to be taken. The total fees VAT inclusive must be quoted in South African Rands (ZAR). The quoted fee will remain fixed for one year and must propose the cost price adjustment and the relevant table.

Note: SFF 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 SFF.

**SUMMARY: Applicable Thresholds and Final Evaluated Weightings**

Technical Evaluation Criteria	% Weightings
Minimum Technical/Functionality Threshold	80%

Evaluation Criteria	Final Weighted Scores	
	80/20 System	90/10 System
Price	80	90

Specific Goals	20	10
Total	<b>100</b>	

**Step 5 - Post Tender Negotiations (if applicable)**

- Tenderers are to note that SFF may not award a contract if the price offered is not market-related. In this regard, SFF reserves the right to engage in Post Tender Negotiations with the view to achieving a market-related price or to cancel the tender. Negotiations will be done in a sequential manner i.e.:
  - first negotiate with the highest ranked tenderer or cancel the bid, should such negotiations fail,
  - negotiate with the 2nd and 3rd ranked tenderers (if required) in a sequential manner.
- In the event of any Tenderer being notified of such short-listed/preferred tenderer status, his/her bid, as well as any subsequent negotiated best and final offers (BAFO), will automatically be deemed to remain valid during the negotiation period and until the ultimate award of business.
- Should SFF conduct post tender negotiations, Tenderers will be requested to provide their best and final offers to SFF based on such negotiations. Where a market related price has been achieved through negotiation, the contract will be awarded to the successful Tenderer(s).

**CONTRACT**

**Part C1: Agreement and Contract Data**

**C1.1: FORM OF OFFER AND ACCEPTANCE (ANNEXURE B)**

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

The tenderer, identified in the Offer signature block, has

<i>either</i>	examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.
<i>or</i>	examined the draft contract as listed in the Acceptance section and agreed to provide this Offer.

By the representative of the tenderer, deemed to be duly authorised, 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 exclusive of VAT is	<b>R</b>
Value Added Tax @ 15% is	<b>R</b>
The offered total of the Prices inclusive of VAT is	<b>R</b>
(in words)	

This Offer of the offered total of the Prices (“the Offer Price”) will be full consideration for the obligations and liabilities undertaken by the tenderer for carrying out the work activities necessitated by the Scope of Works, and 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, or other period as agreed. The tenderer will become the party named as the *Contractor* in the Contract Agreement (“the Contract Agreement”) to be executed by the Employer and the tenderer as soon as reasonably practicable after acceptance by the Employer of the Offer Price .

The Contract Agreement will be adopted from the “Conditions of Contract for EPC/Turnkey Projects”, Second Edition 2027 published by the Fédération Internationale des Ingénieurs-Conseils (FIDIC) (“the FIDIC template”, with deviations and amendments to the Fidic template provisions as are necessary to accord with and give effect to the Contract Data, Pricing Data, Pricing assumption and Pricing Schedules/Bills of Quantities, and which are necessary for effective and efficient execution of all the works explicit and implicit from the Scope of Works; provided that such deviations and amendments shall not operate to reduce the Prices; and provided further that any Employer’s Requirements as contemplated by the FIDIC template that are not made necessary by the express or necessarily implied provisions of the Contract Data and/or the Scope of Works shall be treated as variations under the relevant terms of the FIDIC Conditions of Contract.

Signature(s)

Name(s)

Capacity

.....

.....

.....

**For the  
tenderer:**

.....  
*(Insert name and address of organisation)*

Name &  
signature of  
witness

Date

Tenderer's CIDB registration number:

## Acceptance

By signing this part of this Form of Offer and Acceptance, the *Employer* identified below accepts the tenderer's Offer. In consideration thereof, the *Employer* shall pay the *Contractor* the amount due in accordance with the *conditions of contract* identified in the Contract Data. Acceptance of the tenderer's Offer shall form an agreement between the *Employer* and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1	Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
Part C2	Pricing Data
Part C3	Scope of Work: Works Information
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 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 of 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 at, or just after, the date this agreement comes into effect. 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 working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

Signature(s)

Name(s)

Capacity

for the Employer

Strategic Fuel Fund

Name & signature of witness (Insert name and address of organisation)

Date

## Part C2: Pricing data

The EPC contractor is requested to submit the detailed schedule of works and the utilisation of the design team.

The construction pricing for the Upgrade and development of Berth 104, shall be given in lump sum amounts as per the table below.

### A) CONSTRUCTION

SECTION	DESCRIPTION	AMOUNT
A	Preliminary & General	
B	Upgrade and development of Berth 104 to accept Medium-Range (MR) and Long-Range (LR) vessels for liquid fuels (Petrol, Jet, and Diesel) as well as LPG vessels (3 000 to 15, 000-ton capacity); at Saldanha Berth 104	
SUB - TOTAL		
CONTIGENCY		
SUB - TOTAL		
VAT @15%		
TOTAL		

**NB: Contingency funds are designated for unforeseen circumstances and belong solely to SFF. It is imperative that any utilization of contingency funds must be approved by the client before proceeding with any transactions.**

## B) DESIGN

SFF has acquired services of consulting engineers who will improve the design of the loading facilities and pipeline to 10% accuracy, and therefore the services of the successful EPC contractor will be to review and design to 100% accuracy, ready for construction.

The costs of design and engineering will be required in hourly rates for the duration of the contract.

SECTION	SPECIALIST	RATE /HOUR
A	CIVIL ENGINEER	
B	MECHANICAL ENGINEER	
C	DRAUGHT PERSON	
D	ELECTRICAL ENGINEER	
SUB - TOTAL		
CONTIGENCY		
SUB - TOTAL		
VAT @15%		
TOTAL		

- State the rates and prices in Rand unless instructed otherwise in the tender conditions.
- All prices tendered must include all expenses, disbursements, and costs (e.g. transport, accommodation etc.) that may be required for the execution of the tenderer's obligations in terms of the Contract, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract as well as overhead charges and profit (in the event that the tender is successful). All prices tendered will be final and binding.
- Provide fixed rates and prices for the duration of the contract that are not subject to adjustment.
- The pricing must be firm for the duration of the contract.

## Part C3: Scope of Work

### INTRODUCTION

SFF requires the services of a Construction led EPC (Engineering, Procurement and Construction) CIDB level 8 (CE, ME) with experience in construction of marine berths to review and revise where necessary the design and to construct marine structures for a loading facility in Saldanha Berth 104 to allow for the receiving of refined products and LPG.

The design that will be available when the EPC is appointed will be at 10% accuracy.

The EPC will review and coordinate with the Consulting Engineer, representing SFF, if there are any changes that should be considered on the design.

### SCOPE OF WORK

The purpose of the submission is to request the services of an EPC Contractor to review and revise where necessary the design and thereafter start the construction and commissioning of:

The development and Upgrade of Berth 104 to accept Medium-Range (MR) and Long-Range (LR) vessels for liquid fuels (Petrol, Jet and Diesel) as well as LPG vessels (3 000 to 15, 000-ton capacity);

The design will be available for execution, the contractor will be required to review and agree with the consulting engineer and procure all material needed and construct thereafter the Berth 104 Upgrades.

### Technical Design of Berth 104 Upgrades

- A concrete platform design for the jetty to carry loading facilities and other operational equipment required for handling refined products and LPG.
- The platform should be able to withstand the load of three loading arms and other operational equipment.
- Specify safety, fire protection, and pollution control measures in detail in line with the requirements of TNPA and SAMSA;
- Complete alignment with all regulatory and statutory requirements including those of NERSA, TNPA and SAMSA;
- A comprehensive report in PDF format and presented to SFF in PowerPoint on the technical design with the following supporting information:
  - Design & Construction Specifications.
  - Environmental Management Plan during Construction.
  - The Team responsible for the design and their relative experience.
  - A report on the design subjected to a HAZOP study.

The following studies will be made available to service providers that will be responding to the bid:

- Saldanha SFF LPG Navigation and Mooring Study, October 2019.
- Strategic Fuel Fund Association Port of Saldanha Berth 104 Concept Development Report, May 2022.
- Recognized SANS and International Applicable Standards and Specifications must be used.

### VARIATION ORDER

The Contractor is to alert the consulting engineer on any changes to the Scope of Work, risk implications and recommend mitigations.

The contractor should not perform any variation in scope without approval by SFF Project Manager.

### ANNEXURE 1

#### Typical Vessel Range to Accommodate



**ANNEXURE 2**

**Proposed LPG Pipeline route**

