REQUEST FOR TENDER [RFT] FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF HEAT TREATMENT SERVICES AT SANPC REFINERY OVER A PERIOD OF THREE (3) YEARS.

RFT NUMBER:	**HTS/11/2026**
ISSUE DATE:	**20 NOVEMBER 2026**
CLOSING DATE:	**10 DECEMBER 2026 @12H00, MIDDAY**
TENDER VALIDITY PERIOD:	**120 DAYS FROM THE CLOSING DATE (09 APRIL 2027)**

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

NB: The bidders are hereby advised that on their response they must not copy or blind copy any CEF SCM representative as this will lead to disqualification.

SCHEDULE OF TENDER DOCUMENTS

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LIST OF ACRONYMS

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

PART 1: NOTICE TO BIDDERS

1 INVITATION TO TENDER

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

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

2 BRIEFING SESSION

None.

3 DELIVERY INSTRUCTIONS FOR RFP

3.1 Delivery by Email

The proposals must be submitted via email to this mailbox:

scm-epd@cefgroup.co.za

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

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

NB: The bidders are hereby advised that on their response they must not cc or blind copy any CEF SCM representative as this will lead to disqualification.

4 COMMUNICATION

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

disqualified and restricted from doing business with CEF (SOC) Ltd in the future.

5 INSTRUCTIONS FOR COMPLETING THE RFP

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

6 REPUDIATIONS

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

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

In addition, CEF (SOC) Ltd reserves the right to exclude any bidder from the tendering process who has been found guilty of a serious breach of law during the

preceding 5 [five] years, including but not limited to breaches of the Competition Act 89 of 1998. Bidders are required to declare such serious breach of law during the past 5 [five] years in Part 7 [Breach of Law].

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

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

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

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

7 REASONS FOR DISQUALIFICATION

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

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

8 LEGAL REVIEW

a) A proposal submitted by a bidder will be subjected to review and acceptance or rejection of its proposed contractual terms and conditions by CEF (SOC) Ltd's Legal Counsel, prior to consideration for an award of business.

b) ***CEF reserves the right to subject a bidder to security screening by Security State Agency (SSA) before appointment, undertaking the project or delivering goods or services.***

PART 2: BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS

1. BACKGROUND OF THE PROJECT/SCOPE OF WORK

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

2. GENERAL SERVICE PROVIDER OBLIGATIONS

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

3. EVALUATION METHODOLOGY

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

Phase 1: Mandatory requirements.

Phase 2: Technical Evaluations Criteria.

Phase 3: Evaluation on Price and specific goals.

PART 3: PROPOSAL FORM

I/We_____

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

of [full address]

_____

_____

carrying on business trading/operating as

_____

represented by_____

in my capacity as _____

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

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

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

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

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

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

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

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

ADDRESS FOR NOTICES

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

Name of Entity: _____
Facsimile: _____
Address:

_____

_____

_____

NOTIFICATION OF AWARD OF RFP

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

VALIDITY PERIOD

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

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

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

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

_____

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

RETURNABLE DOCUMENTS

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

a) Returnable Documents

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

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

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

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

CONTINUED VALIDITY OF RETURNABLE DOCUMENTS

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

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

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

PART 4: SIGNING POWER – RESOLUTION OF BOARD OF DIRECTORS

NAME OF ENTITY: _____

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

FULL NAME(S)	CAPACITY
_____	_____
_____	_____
_____	_____
_____	_____

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

FULL NAME _____ _____

SIGNATURE CHAIRMAN

FULL NAME _____ _____

SIGNATURE SECRETARY

PART 5: CERTIFICATE OF ACQUAINTANCE WITH RFP DOCUMENTS

NAME OF ENTITY: _____

1. I/We _____ do hereby certify that I/we acquainted myself/ourselves with all the documentation comprising this RFP and all conditions contained therein, as laid down by CEF (SOC) Ltd SOC Ltd for the carrying out of the proposed service for which I/we submitted my/our Proposal.

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

3. I/We accept that an obligation rests on me/us to clarify any uncertainties regarding this Tender which I/we may have, before submitting the Tender. I/We agree that I/we will have no claim based on an allegation that any aspect of this RFP was unclear but in respect of which I/we failed to obtain clarity.

4. I/we understand that the accompanying Tender will be disqualified if this Certificate is found not to be true and complete in every respect.

5. For the purposes of this Certificate and the accompanying Tender, I/we understand that the word "competitor" shall include any individual or organisation, other than the Bidder, whether or not affiliated with the Bidder, who:

   a) Has been requested to submit a Tender in response to this Tender invitation.

   b) Could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and

   c) Provides the same Services as the Bidder and/or is in the same line of business as the Bidder.

6. The Bidder has arrived at the accompanying Tender independently from, and without consultation, communication, agreement or arrangement with

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

7. In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

   a) Prices;

   b) Geographical area where Services will be rendered [market allocation]

   c) Methods, factors or formulas used to calculate prices;

   d) The intention or decision to submit or not to submit, a Tender;

   e) The submission of a Tender which does not meet the scope of work and conditions of the RFP; or

   f) Tendering with the intention of not winning the Tender.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, scope of work and conditions or delivery particulars of the Services to which this RFP relates.

9. The terms of the accompanying Tender have not been, and will not be, disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official Tender opening or of the awarding of the contract.

10. I/We am/are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, Tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of Part 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [**NPA**] for criminal investigation and/or may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

SIGNED at _____ on this _____ day of _____20___

_____ _____

SIGNATURE OF WITNESS SIGNATURE OF BIDDER

PART 6: CERTIFICATE OF ACQUAINTANCE WITH SCOPE OF WORK

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

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

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

SIGNED at _____ on this _____ day of _____20___

_____ _____

SIGNATURE OF WITNESS SIGNATURE OF BIDDER

PART 7: BREACH OF LAW FORM

NAME OF ENTITY: _____

I/We_____

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

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

NATURE OF BREACH:

_____

_____

_____

DATE OF BREACH:

_____

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

SIGNED at _____ on this _____ day of _____20__

_____ _____

SIGNATURE OF WITNESS SIGNATURE OF BIDDER