

## APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY, INSTALL, COMMISSION, CALIBRATE PRESSURE VACUUM VENTS

<b>RFP Number</b>	SFF/2021/066
<b>Issue date</b>	<b>15 September 2021</b>
<b>Address and contact person</b>	151 Frans Conradie Drive, Parow
<b>Compulsory briefing session</b>	<b>22 September 2021@ 11:00</b>
<b>Briefing session address</b>	<b>Via Microsoft Teams</b> <i>Interested suppliers can request the link for the meeting from <a href="mailto:sffprocurement@strategicfuelfund.co.za">sffprocurement@strategicfuelfund.co.za</a></i>
<b>Closing Date &amp; Time</b>	<b>13 October 2021 @ 12:00</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>	

**SUPPLIER TO NOTE:**

- A. SFF conditions of purchase apply
- B. Late/incomplete quotations will not be considered

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

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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

## 1 GENERAL

Submissions to this Request for Proposal (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 Tenderer].

### 1.1 DESCRIPTION

Appointment of a service provider to refurbish and recommission one Marine Loading Arm

### 1.2 ISSUE AND COLLECTION DATE DEADLINE

The RFP documents will be issued on the **15 September 2021**

### 1.3 BRIEFING SESSION MEETING

A compulsory briefing session will be held Via Teams, on the **22 September 2021 @ 11:00am**. Interested suppliers can request a link for the meeting from [sffprocurement@strategicfuelfund.co.za](mailto:sffprocurement@strategicfuelfund.co.za) **Attention Lebogang Molefe**.

### 1.4 CLOSING DATE

The RFP will close on Monday, **13 October 2021 at 12:00**. Tenderers must ensure that tenders are delivered timeously to the correct address. As a general rule, if a Tender is late or delivered to the incorrect address, it will not be accepted for consideration. Any additional information or clarification will be faxed or emailed to all Tenderers, if necessary.

### 1.5 PROPOSAL SUBMISSION

Proposals must be submitted in two (2) sealed envelopes addressed as follows:

Envelope 1: Technical Tender Response (hard copy plus loaded on 1 USB memory stick, and

Envelope 2: Commercial Tender Response (including administration documents

And pricing schedule – Hard copy plus loaded on 1 USB memory stick) to:

SFF Associations

151 Frans Conradie,

Parow

Cape Town

7500

**OR; You can also send the bids via email to [Tenders@strategicfuelfund.co.za](mailto:Tenders@strategicfuelfund.co.za)**

## 2 DELIVERY INSTRUCTIONS FOR RFP

### 2.1 Delivery by hand

If delivered by hand, the envelope must be deposited in the SFF tender box which is located at the SFF facility, SFF Association, 151 Frans Conradie Drive, Parow Cape Town 7500. It should also be noted that the above tender box is accessible to the public between office hours 08h00 to 16h00 weekdays only.

## 2.2 Dispatch by courier

- 2.2.1. If dispatched by courier, the envelope must be addressed as above and delivered to the above address. Couriers 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**

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.

SFF association would therefore prefer to do business with enterprises who share these same values and who are prepared to contribute to meaningful B-BBEE initiatives [including, but not limited to subcontracting and Joint Ventures] as part of their tendered Submissions. All procurement transactions will be evaluated accordingly.

### 3.1 B-BBEE Scorecard and Rating

As prescribed in terms of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and Preferential Procurement Regulations 2017, Tenderers are to note that the following preference point system is applicable to this Tenders:

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

When SFF association invites prospective Service Providers to submit Proposals for its various expenditure programmes, it requires Tenderers to have their B-BBEE status verified in compliance with the Codes of Good Practice issued in terms of the Broad Based Black Economic Empowerment Act No. 53 of 2003.

Tenderers are required to complete Annexure A [the B-BBEE Preference Point Claim Form] and submit it together with proof of their B-BBEE Status as stipulated in the Claim Form in order to obtain preference points for their B-BBEE status.

Note: Failure to submit a valid and original B-BBEE certificate or a certified copy thereof at the Closing Date of this RFP will result in a score of zero being allocated for B-BBEE.

### 3.2 B-BBEE 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, award of business will only take place once a signed copy of a JV or consortium agreement is submitted to SFF Association.

Tenderers are to note the requirements for B-BBEE compliance of JVs or consortiums as required by Annexure A [the B-BBEE Preference Point Claim Form] and submit it together with proof of their B-BBEE Status as stipulated in the Claim Form in order to obtain preference points for their B-BBEE status.

Note: Failure to submit a valid and original B-BBEE certificate for the JV or a certified copy thereof at the Closing Date of this RFP will result in a score of zero being allocated for B-BBEE.

### 3.3 Subcontracting

SFF Association fully endorses Government's transformation and empowerment objectives and when contemplating subcontracting Tenderers are requested to give preference to companies which are Black Owned, Black Women Owned, Black Youth Owned, owned by Black People with Disabilities, EMEs and QSEs.

In terms of sub-regulation 5 of regulations 6 and 7 of the PPPFA Regulations (2017) respectively, if contemplating subcontracting, a tenderer will not be awarded points for B-BBEE status level of contributor if the tender documents indicate that the tenderer intends subcontracting more than 25% of the value of the contract to any other person not qualifying for at least the points that the tenderer qualifies for, unless the intended subcontractor is an EME that has the capability to execute the subcontract.

In terms of Annexure A of this RFP [the B-BBEE Preference Point Claim Form] Tenderers are required to indicate the percentage of the contract that will be sub- contracted as well as the B-BBEE status of the sub-contractor/s.

In addition, tenderers are required to attach a letter from the intended sub-contractor in the event of the tenderer's appointment.

## 4 **COMMUNICATION**

### 4.1 CORRESPONDENCE

For specific queries relating to this RFP can be contacted at [sffprocurement@strategicfuelfund.co.za](mailto:sffprocurement@strategicfuelfund.co.za) specifying the reference number SFF/2021/066 in the subject line.

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 association's response to such a query will then be made available to the other Tenderers who have collected RFP documents. For this purpose SFF association will communicate with Tenderers using the contact details provided to the Procurement Unit on collection of the Tender documentation by the Tenderer. Kindly ensure that you provide the Procurement Unit with the correct contact details, as SFF association will not accept responsibility for being unable to contact a Tenderer who provided incorrect contact details.

- 4.2. 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 Proposal.
- 4.3. Tenderers are to note that changes to its submission will not be considered after the closing date.
- 4.4. 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 association in respect of this RFP between the closing date and the date of the award of the business. Furthermore, Tenderers found to be in collusion with one another will be automatically disqualified and restricted from doing business with SFF association in the future.

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

- 5.1. Proposals must be submitted as an original and 1 copy.
- 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 4] 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 REPUDIATIONS**

Tenderers are hereby advised that SFF association is not committed to any course of action as a result of its in assurance of this RFP and/or its receipt of Proposals. In particular, please note that SFF association reserves the right to:

- 7.1. Modify the RFP's Services 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. Reject all Proposals, if it so decides;

- 7.6. Withdraw the RFP on good cause shown;
- 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; or**
- 7.10. Make no award of a contract.

In addition, SFF association reserves the right to 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].

SFF association reserves the right to undertake post-tender negotiations [PTN] with selected Tenderers or any number of short-listed Tenderers, such PTN to include, at SFF association's option, any evaluation criteria listed in this RFP document.

SFF association reserves the right to award the business to the highest scoring Tenderer/s unless objective criteria justify the award to another Tenderer.

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 association's Legal Counsel, prior to consideration for an award of business.

## **9 POPI**

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 –



and/or (i) loss of, damage to, or unauthorised destruction of such personal information;

(ii) unlawful access to or unlawful processing of such personal information.

The Tenderer shall be liable to SFF association for its failure to comply with any of its obligations, and shall indemnify SFF association 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 association 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 association 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 association reserves the right and the Tenderer is hereby informed that external service providers may be appointed by the SFF association to assist SFF in evaluating tender responses and suitability for appointment.

**PART 2. Background, overview and scope of requirements**

**10 SCOPE OF WORK**

Pressure vacuum relief valves are used to alleviate problems caused by thermal effects and the filling and emptying of storage tanks and vessels. At Saldanha emptying is mostly provided for by adding nitrogen to the vapour space. Filling is catered for by flaring the excess gas in the vapour space. At Saldanha the main use for PV Vents is to keep vapour pressure inside the tanks close to atmospheric pressure in order to minimise stress on the roof of the tank. Operating pressures referring to atmospheric pressure are as in the table below.

SFF wishes to procure a full set of PV vents for six tanks which totals to the quantities in the table below:

Quantity	Size	Service	Positive Pressure (Vapour is let out)	Negative pressure (Air is let in)
18	12"	Tank pressure regulation	1.99 kPa	-1.02 kPa
6	6"		1.99 kPa	-1.02 kPa
6	2"	Under tank floor pressure regulation	1.00 kPa	-0.5 kPa

- The supplier to remove the existing PV vents to a dedicated area of the tank farm from where it can be recycled.
- The supplier to supply, install, commission, calibrate and seal the new PV vents.
- The supplier should be able to carry out servicing and calibration, issue certificates and seal the PV vents to prevent unnoticed tampering.
- **Temperature:** Ambient, 0 – 40 °C.
- **Environment:** Coastal
- **Guarantee:** 12 months minimum

**Vapour inside tanks:** The tank vapour space will typically contain the following gases: The materials used in the PV Vents should be compatible with all the gases.

Gas	Approximate Concentration
Propane	32.8%
n-Butane	27.1%
iso-Butane	10.3%
Methane	7.5%
iso-Pentane	5.5%
Ethane	5.4%
n-Pentane	4.9%
Carbon dioxide	3.7%
C6+	1.8%
Carbon monoxide	0.6%
Ethene	0.3%
neo-Pentane	0.1%
Mercaptans	25 ppm

Depending on the crude oil specification, hydrogen sulphide may also be present in significant quantities.

**11 GENERAL SERVICE PROVIDER OBLIGATIONS**

The Service Provider(s) shall be fully responsible to SFF Association 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.

**12 EXCHANGE AND REMITTANCE**

The attention of the Tenderers is directed to [Exchange and Remittance] of the General Tender Conditions appended hereto. If SFF Association 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 Association \_\_\_\_\_ [Name of country to which payment is to be made]

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

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

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 Association the right to cancel the contract in whole, without penalty to SFF Association, 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 association 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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## 15 EVALUATION AND METHODOLOGY

SFF Association will utilise the following methodology and criteria in selecting a preferred Service Provider, if so required:

- Stage 1** : Administrative and Substantive responsiveness
- Stage 2** : Technical/Functionality Evaluation Criteria
- Stage 3** : Weighted Scoring (Price and B-BBEE)
- Stage 4** : Post Tender Negotiations (if applicable)

### 15.1 STAGE 1: Administrative and Substantive responsiveness

#### Mandatory Requirements

#### (a) 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 pre-qualification and administrative responsiveness [Stage One] must be passed for a Tenderer's proposal to progress to further substantive responsiveness.

#### (b) Test for Substantive Responsiveness to RFP

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

<b>Check for substantive responsiveness</b>
• Whether any general pre-qualification criteria set by SFF association, have been met
• Whether the Tender contains a priced offer
• Whether the Tender materially complies with the scope of work given

The test for substantive responsiveness [Stage One] must be passed for a Tenderer's Proposal to progress to Stage 2 for further evaluation

15.2 STAGE 2: Technical / Functionality Evaluation Criteria

**(a) Minimum Threshold is 70% for the Technical/Functionality Criteria:**

Item No	Technical Evaluation Criteria	Proof	Circle Yes/No	% Weighting	
1	Competency of the manufacturing company in relation to this particular assignment (PV Vents).	Please provide signed reference letters on client letterhead as proof of successful operations.	3 Reference letters	5	25%
			2 Reference letters	3	
			1 Reference letters	1	
			Non- responsive	0	
2	Years of experience of the project leader in relation to this assignment (Projects similar to installing PV vents)	Nominated Personnel CV	>10 year experience	5	30%
			5- 10 Years' experience	3	
			<5 years' experience	1	
			Non- responsive	0	
3	Manufacturing	The bidder should provide a certificate to prove the PV vents comply with a relevant industry standard such as API 2000.	Valid standard compliance letter/certificate	5	25%
			Non- responsive	0	
4	Project plan for delivery and installation	Gantt chart/ Similar spread sheet	Project commissioned less than 10 weeks from date of PO/Contract	5	20%
			Project commissioned 10 to 14 weeks from date of PO/Contract	3	
			Project commissioned more than 14 weeks from date of PO/Contract	1	
			NO Plan	0	

**SFF reserve the right not to evaluate your submission and to omit your submission from further participation in this RFP process should it not comply with the Critical Criteria as contained in this Request for Tender.**

15.3 STAGE 3: Evaluation and Final Weighted Scoring

**(a) Price Criteria** [Weighted score 80 or 90 as applicable]

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

- (i)  $P_s = 80$  as applicable

Where:

$P_s$	=	Score for the Tender under consideration
$P_t$	=	Price of Tender under consideration
$P_{min}$	=	Price of lowest acceptable tender

**(b) Broad-Based Black Economic Empowerment criteria**  
**[Weighted score 20 points as applicable]**

Preference points will be awarded to a Tenderer for attaining the B-BBEE status level of contribution in accordance with the table indicated in Annexure A: Preference Points Claim Form

**(c) 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: The purchaser/employer reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser/employer. As per the standard conditions of tender under clause F.3.13 Acceptance of tender offer.

15.4 STAGE FOUR: Post Tender Negotiations (if applicable)

SFF association reserves the right to conduct post tender negotiations with a shortlist of Tenderer(s). The shortlist could comprise of one or more Tenderers. Should SFF association conduct post tender negotiations, Tenderers will be requested to provide their best and final offers to SFF association based on such negotiations. A final evaluation will be conducted in terms of 80/20 or 90/10, whichever is applicable, and the contract will be negotiated and awarded to the successful Tenderer(s).

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

Technical Evaluation Criteria	% Weightings
Minimum Technical/Functionality Threshold	70%

Evaluation Criteria	Final Weighted Scores	
	80/20 System	90/10 System
Price	80	90
B-BBEE - Score	20	10
Total	<b>100</b>	

**FORM OF OFFER**

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

\_\_\_\_\_

*(Compiler to insert reference number and title of contract)*

\_\_\_\_\_

The tenderer, identified in the offer signature block, has 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.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer, the tenderer offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

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

\_\_\_\_\_

Rand (in words and cents);

\_\_\_\_\_

(in figures)

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in the conditions of contract identified in the contract data.

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

\_\_\_\_\_

Print Name

\_\_\_\_\_

Capacity

\_\_\_\_\_

(for the tenderer)

\_\_\_\_\_

(Name and address of the organization)

\_\_\_\_\_

Name and signature of witness

**Notes to Pricing:**

- a) Prices must be quoted in South African Rand, inclusive of VAT and will remain fixed for one year and must propose the cost price adjustment and the relevant table.
- b) Prices quoted must be held valid for a period of 120 days from closing date.
- c) To facilitate like-for-like comparison Tenderers must submit pricing strictly in accordance with this document schedule and not utilise a different format. Deviation from this pricing schedule could result in a Tender being declared non responsive.
- d) Please note that should you have offered a discounted price(s), SFF association will only consider such price discount(s) in the final evaluation stage if offered on an unconditional basis.

<b>TENDER SERIAL NO.:</b>
<b>SIGNATURES OF SFF OFFICIALS AT TENDER OPENING</b>
1.
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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) General Tender Conditions – Services; 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 association's Letter of appointment, shall constitute a binding contract between SFF association 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 association 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 association, which will allow SFF association 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 association with cause for cancellation.

I/We acknowledge that the SFF association 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 association'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 association requires a validity period of **120 [one hundred and twenty]** days from the closing date against 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 association’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.

## RETURNABLE DOCUMENTS

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

### (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:

ENVELOPE	MANDATORY RETURNABLE DOCUMENTS	SUBMITTED [Yes/No]
<b>2</b>	PART 3: Form of offer	
	Valid Tax Clearance Certificate [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate for each party]	
	BEE Certificate	
	Security Screening Form	
	Proof of CSD Registration	
	Letter of Good Standing from the Department of Labour (COID)	

**(b) Essential Returnable Documents**

In addition to the requirements of Part (a) 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:

ENVELOPE	ESSENTIAL RETURNABLE DOCUMENTS & SCHEDULES	SUBMITTED [Yes or No]
1	PART 2: Background, Overview and Scope of Requirements	
	PART 4: Bidding	
	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	
	Letter(s) from intended sub-contractor(s)	
	Annexure B: Declaration of Interest	
	Annexure C: Declaration of bidder's past SCM practices	
	Annexure D: Certificate of independent bid determination	
	3 Years Audited Financial Statement for the Tenderer	
	CVs, Qualifications (including log books where applicable)	
	Project Organogram	
	Company Profile	
Appointment Letters/ Reference letters		

**CONTINUED VALIDITY OF RETURNABLE DOCUMENTS**

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 association with such renewals as and when they become due, SFF association 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 association 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 association SOC Ltd 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 \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**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 CHAIRMAN

**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 association 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

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

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

1. SFF association 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 association]*

8. We declare, to the extent that we are aware or become aware of any relationship between ourselves and SFF association [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 association 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

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: SBD 6.1 REFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011**

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.**

**1. GENERAL CONDITIONS**

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

- the 80/20 system for requirements with a Rand value of up to R50 000 00 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000.00 (all applicable taxes included).

1.2 The value of this bid is estimated to exceed/not exceed R50 000.00 (all applicable taxes included) and therefore the.....system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

1.3.1 The maximum points for this bid are allocated as follows:

Criteria		POINTS	
		80/20 System	90/10 System
<b>1.3.1.1</b>	<b>PRICE</b>	80	90
<b>1.3.1.2</b>	<b>B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	20	10
<b>Total points for Price and B-BBEE must not exceed</b>		<b>100</b>	<b>100</b>

Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

## 2. DEFINITIONS

- 2.1 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 **“consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 2.8 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 **“EME”** means any enterprise with an annual total revenue of R5 million or less.
- 2.10 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;



- 2.11 **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **“non-firm prices”** means all prices other than “firm” prices;
- 2.13 **“person”** includes a juristic person;
- 2.14 **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.17 **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

### **3. ADJUDICATION USING A POINT SYSTEM**

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

### **4. POINTS AWARDED FOR PRICE**

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

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

$$\begin{array}{ccc}
 \underline{\mathbf{80/20}} & \text{or} & \underline{\mathbf{90/10}} \\
 P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right) & \text{or} & P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)
 \end{array}$$

Where

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

$P_t$  = Comparative price of bid under consideration

$P_{\min}$  = Comparative price of lowest acceptable bid

## 5 Points awarded for B-BBEE Status Level of Contribution

- 5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 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.
- 5.5 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.

- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

## 6. BID DECLARATION

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

## 7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

7.1 B-BBEE Status Level of Contribution: ..... = .....(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

## 8. SUB-CONTRACTING

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

8.2 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 attach letters from the intended sub-contractors agreeing to be sub-contracted in the event of the tenderer's appointment.

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

9.1 Name of company/firm .....

9.2 VAT registration number .....

9.3 Company registration number .....

**9.4 TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

**9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**9.6 COMPANY CLASSIFICATION**

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

[TICK APPLICABLE BOX]

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

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the

satisfaction of the purchaser that the claims are correct;

- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
- (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution

**WITNESSES:**

1. ....

.....  
SIGNATURE(S) OF BIDDER(S)

2. ....

DATE:.....  
ADDRESS:.....  
.....  
.....

SIGNATURE SECRETARY

\_\_\_\_\_

1. No bid will be accepted from persons in the service of the state\*.
2. 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.
3. 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.

.....

\* "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.

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  
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 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 SUPPLIER, AND THAT SUCH PROCESSING SHALL BE DONE IN ACCORDANCE WITH SFF ASSOCIATION'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 Bidder

**ANNEXURE C: 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?		
2.4.1	If so, furnish particulars:		

**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

**APPENDIX (I): SECURITY SCREENING FORM**

I/We the under-signed in my/our capacity as indicated hereby declare that there are no criminal or civil proceedings being instituted neither are any such investigations pending against me/us or that I/We (company) have no court judgment taken against us.

15.5 **PART 1**

\* To be completed by the Tenderer – all fields are mandatory.

\* Failure to complete any field will nullify the application to tender.

<b>Name of Company</b>	<b>Registration number of Company</b>		
<b>Physical Address</b>	<b>Vat Registration Number</b>		
<b>Name of Auditing Firm</b>	<b>Previous Name/s of Company</b>		
<b>Company Contact no. (Land line)</b>	<b>Company e-mail address</b>		
<b>Name of Holding Company if any</b>	<b>Tender Number</b>		
<b>Tax Number</b>	<b>Tender Description</b>		
<b>Banking Details</b>			
<b>Bank Name:</b>			
<b>Branch Name:</b>		<b>Branch Code:</b>	
<b>Acc Holder:</b>		<b>Acc Number:</b>	

15.6 **PART 2**

<b>Directors' or Principals' Details</b>			
<b>Name &amp; Surname</b>	<b>Identity Number</b>	<b>Date of Appointment</b>	<b>Shares</b>
1.			
2.			
3.			
4.			
5.			

15.7 **PART 3**

<b>Declaration of Relationship with CEF Group, Employees</b>			
<b>Name &amp; Surname</b>	<b>Identity Number</b>	<b>Date of Appointment</b>	<b>Shares</b>
1.			
2.			
3.			
4.			
5.			

\*If more than five attach a list of relationships as annexure "B"



The conditions of tender are the Standard Conditions of Tender as contained in Annex F of Board Notice 136 of 2015 in Government Gazette No. 38960 of 10 July 2015, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement (see [www.cidb.org.za](http://www.cidb.org.za)).

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

Where not otherwise noted in the tender document, the following variations, amendments and additions to the Standard Conditions of Tender as set out below shall apply to this tender:

**General**

- |  |   |  |
|--|---|--|
| <b>Actions</b>                                     | 1 | SFF's <i>Representative</i> and each <i>tenderer</i> submitting a tender shall act as stated in these Conditions of Tender and in a manner which is fair, equitable, transparent, competitive and cost-effective.  |
| <b>Interpretation</b>                              | 2 | Terms shown in <i>italics</i> vary for each tender. The details of each term for this tender are identified in the Request for Proposals / Scope of work/ specification. Terms shown in capital initials are defined terms in the appropriate conditions of contract.  |
|  | 3 | Any additional or amended requirements in the Scope of work/ specification, and additional requirements given in the Schedules in the <i>tender returnables</i> are deemed to be part of these Conditions of Tender.   |
|  | 4 | The Conditions of Tender and the Scope of work/ specification shall form part of any contract arising from this invitation to tender.  |
| <b>Communication</b>                               | 5 | Each communication between SFF and a <i>tenderer</i> shall be to or from SFF 's <i>Representative</i> only, and in a form that can be read, copied and recorded. Communication shall be in the English language. SFF takes no responsibility for non-receipt of communications from or by a <i>tenderer</i> .  |
| <b>SFF's rights to accept or reject any tender</b> | 6 | SFF may accept or reject any variation, deviation, tender, or alternative tender, and may cancel the tender process and reject all tenders at any time prior to the formation of a contract. SFF or SFF's <i>Representative</i> will not accept or incur any liability to a <i>tenderer</i> for such cancellation and rejection, but will give reasons for the action. SFF reserves the right to accept the whole of any part of any tender. |
|  | 7 | After the cancellation of the tender process or the rejection of all tenders SFF may abandon the proposed work and services, have it performed in any  |

other manner, or re-issue a similar invitation to tender at any time.

### Tenderer's obligations

The *tenderer* shall comply with the following obligations when submitting a tender and shall:

<b>Eligibility</b>	1	Submit a tender only if the <i>tenderer</i> complies with the criteria stated in the Scope of work/ specification.
<b>Cost of tendering</b>	2	Accept that SFF will not compensate the <i>tenderer</i> for any costs incurred in the preparation and submission of a tender.
<b>Check documents</b>	3	Check the <i>tender documents</i> on receipt, including pages within them, and notify SFF's <i>Representative</i> of any discrepancy or omissions in writing.
<b>Copyright of documents</b>	4	Use and copy the documents provided by SFF only for the purpose of preparing and submitting a tender in response to this invitation.
<b>Standardised specifications and other publications</b>	5	Obtain, as necessary for submitting a tender, copies of the latest revision of standardised specifications and other publications, which are not attached but which are incorporated into the <i>tender documents</i> by reference.
<b>Acknowledge receipt</b>	6	Preferably complete the Receipt of invitation to submit a tender form attached to the Letter of Invitation and return it within five days of receipt of the invitation.
	7	Acknowledge receipt of Addenda / Tender Briefing Notes to the <i>tender documents</i> , which SFF's <i>Representative</i> may issue, and if necessary apply for an extension to the <i>deadline for tender submission</i> , in order to take the Addenda into account.
<b>Site visit and / or clarification meeting</b>	8	Attend a site visit and/or clarification meeting at which <i>tenderers</i> may familiarise themselves with the proposed work, services or supply, location, etc. and raise questions, if provided for in the Scope of work/ specification. Details of the meeting are stated in the Scope of work/ specification.
<b>Seek clarification</b>	9	Request clarification of the <i>tender documents</i> , if necessary, by notifying SFF's <i>Representative</i> earlier than the <i>closing time for clarification of queries</i> .
<b>Insurance</b>	10	Be informed of the risk that needs to be covered by insurance policy. The <i>tenderer</i> is advised to seek qualified advice regarding insurance.
<b>Pricing the tender</b>	11	Include in the rates, prices, and the tendered total of the prices (if any) all

duties, taxes (including VAT), and other levies payable by the successful *tenderer*. Such duties, taxes and levies are those applicable 14 days prior to the *deadline for tender submission*.

- 12 Include Value Added Tax (VAT) payable to the tendered total of the prices.
- 13 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*.
- 14 State the rates and Prices in South African Rand unless instructed otherwise as an additional condition in the Scope of work/ specification. The selected *conditions of contract* may provide for part payment in other currencies.
- Alterations to documents** 15 Not make any alterations or additions to the *tender documents*, except to comply with instructions issued by SFF's *Representative* or if necessary to correct errors made by the *tenderer*. All such alterations shall be initialled by all signatories to the tender. Corrections may not be made using correction fluid, correction tape or the like.
- Alternative tenders** 16 Submit alternative tenders only if a main tender, strictly in accordance with all the requirements of the *tender documents* is also submitted. The alternative tender is submitted with the main tender together with a schedule that compares the requirements of the *tender documents* with the alternative requirements the *tenderer* proposes.
- 17 Accept that an alternative tender may be based only on the criteria stated in the Scope of work/ specification and as acceptable to SFF.
- Submitting a tender** 18 Submit a tender for providing the whole of the works, services or supply identified in the Contract Data unless stated otherwise as an additional condition in the Scope of work/ specification.
- NOTE:** 19 **Return the completed and signed SFF Tender Forms provided with the tender. Failure to submit all the required documentation will lead to disqualification**
- 20 **Submit the tender as an original plus 1 copies stated in the RFP and provide an English translation for documentation submitted in a language other than English. Tenders may not be written in pencil but must be completed in ink.**
- 21 Sign and initial the original and all copies of the tender where indicated. SFF will hold the signatory duly authorised and liable on behalf of the *tenderer*.
- 22 Seal the original and each copy of the tender as separate packages marking

the packages as "ORIGINAL" and "COPY". Each package shall state on the outside SFF's address and invitation to tender number stated in the Scope of work/ specification, as well as the *tenderer's* name and contact address. Where the tender is based on a two envelop system tenderers must further indicate in the package where the document is envelop 1 or 2.

23 Seal original and copies together in an outer package that states on the outside only SFF's address and invitation to tender number as stated in the Scope of work/ specification. The outer package must be marked "CONFIDENTIAL"

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

Note:

SFF prefers not to receive tenders by post, and takes no responsibility for delays in the postal system or in transit within or between SFF offices.

SFF prefers not to receive tenders by fax, SFF takes no responsibility for difficulties in transmission caused by line or equipment faults.

Where tenders are sent via courier, SFF takes no responsibility for tenders delivered to any other site than the tender office.

SFF employees are not permitted to deposit a tender into the SFF tender box on behalf of a tenderer, except those lodged by post or courier.

**Closing time** 25 Ensure that SFF has received the tender at the address and in the tender box, or fax specified in the Scope of work/ specification no later than the *deadline for tender submission*. Proof of posting will not be taken by SFF as proof of delivery. SFF will not accept a tender submitted telephonically, by Fax, E-mail or by telegraph unless stated otherwise in the Scope of work/ specification.

26 Accept that, if SFF extends the *deadline for tender submission* for any reason, the requirements of these Conditions of Tender apply equally to the extended deadline.

**Tender validity** 27 Hold the tender(s) valid for acceptance by SFF at any time within the *validity period* after the *deadline for tender submission*.

28 Extend the *validity period* for a specified additional period if SFF requests the *tenderer* to extend it. A *tenderer* agreeing to the request will not be required or permitted to modify a tender, except to the extent SFF may allow for the effects of inflation over the additional period.

**Clarification of tender** 29 Provide clarification of a tender in response to a request to do so from SFF's *Representative* during the evaluation of tenders. This may include providing

**after submission** a breakdown of rates or Prices. No change in the total of the Prices or substance of the tender is sought, offered, or permitted except as required by SFF's *Representative* to confirm the correction of arithmetical errors discovered in the evaluation of tenders. The total of the Prices stated by the *tenderer* as corrected by SFF's *Representative* with the concurrence of the *tenderer*, shall be binding upon the *tenderer*

**Submit bonds, policies etc.** 30 If instructed by SFF's *Representative* (before the formation of a contract), submit for SFF's acceptance, the bonds, guarantees, policies and certificates of insurance required to be provided by the successful *tenderer* in terms of the *conditions of contract*.

31 Undertake to check the final draft of the contract provided by SFF's *Representative*, and sign the Form of Agreement all within the time required by these Conditions of Tender in paragraphs 3.19, 3.20 and 3.22 for SFF to sign and issue the contract.

32 Where an agent on behalf of a principal submits a tender, an authenticated copy of the authority to act as an agent must be submitted with the tender.

**Fulfil BEE requirements** 33 Comply with SFF's requirements regarding BBEE Suppliers.

#### SFF's undertakings

SFF, and SFF's *Representative*, shall:

**Respond to clarification** 1 Respond to a request for clarification received earlier than the *closing time for clarification of queries*. The response is notified to all *tenderers*.

**Issue Addenda** 2 If necessary, issue to each *tenderer* from time to time during the period from the date of the Letter of Invitation until the *closing time for clarification of queries*, Addenda that may amend, amplify, or add to the *tender documents*. If a *tenderer* applies for an extension to the *deadline for tender submission*, in order to take Addenda into account in preparing a tender, SFF may grant such an extension and SFF's *Representative* shall notify the extension to all *tenderers*.

**Return late tenders** 3 Return tenders received after the *deadline for tender submission* unopened to the *tenderer* submitting a late tender. Tenders will be deemed late if they are not in the designated tender box at the date and time stipulated as the deadline for tender submission.

<b>Non-disclosure</b>	4	<p>Not disclose to <i>tenderers</i>, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tenders and recommendations for the award of a contract.</p> <p>Respect and maintain the privacy and confidentiality of any information and data received and in particular undertakes that it will not process any personal information in respect of such private and confidential information of the Tenderer or in respect of which it has a responsibility to protect.</p> <p>Ensure that such information and data are used only for the purpose of giving effect to the relevant provisions of this RFP and for no other purpose, save as may otherwise be agreed in writing with SFF.</p>
<b>Grounds for rejection</b>	5	<p>Consider rejecting a tender if there is any effort by a <i>tenderer</i> to influence the processing of tenders or contract award.</p>
<b>Disqualification</b>	6	<p>Instantly disqualify a <i>tenderer</i> (and his tender) if it is established that the <i>tenderer</i> offered an inducement to any person with a view to influencing the placing of a contract arising from this invitation to tender.</p>
<b>Test for responsiveness</b>	7	<p>Determine before detailed evaluation, whether each tender properly received</p> <ul style="list-style-type: none"> <li>• meets the requirements of these Conditions of Tender,</li> <li>• has been properly signed, and</li> <li>• is responsive to the requirements of the <i>tender documents</i>.</li> </ul>
	8	<p>Judge a responsive tender as one which conforms to all the terms, conditions, and specifications of the <i>tender documents</i> without material deviation or qualification. A material deviation or qualification is one which, in SFF 's opinion would</p> <ul style="list-style-type: none"> <li>• detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Contract Data,</li> <li>• change SFF's or the <i>tenderer's</i> risks and responsibilities under the contract, or</li> <li>• affect the competitive position of other <i>tenderers</i> presenting responsive tenders, if it were to be rectified.</li> </ul>
<b>Non-responsive tenders</b>	10	<p>Reject a non-responsive tender, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.</p>
<b>Arithmetic</b>	11	<p>Check responsive tenders for arithmetical errors, correcting them as</p>

al errors

follows:

- Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
- If a bill of quantities applies and there is a discrepancy between the rate and the line item total, resulting from multiplying the rate by the quantity, the rate as quoted shall govern. Where there is an obviously gross misplacement of the decimal point in the rate, the line item total as quoted shall govern, and the rate will be corrected.
- 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, if any, will be corrected.

12 Reject a tender if the *tenderer* does not accept the corrected total of the Prices (if any).

**Evaluating the tender** 13 Evaluate responsive tenders in accordance with the procedure stated in the RFP / Scope of work/ specification. The evaluated tender price will be disclosed only to the relevant SFF tender committee and will not be disclosed to *tenderers* or any other person.

**Clarification of a tender** 14 Obtain from a *tenderer* clarification of any matter in the tender which may not be clear or could give rise to ambiguity in a contract arising from this tender if the matter were not to be clarified.

**Acceptance of tender** 15 Notify SFF's acceptance to the successful *tenderer* before the expiry of the *validity period*, or agreed additional period. Providing the notice of acceptance does not contain any qualifying statements, it will constitute the formation of a contract between SFF and the successful *tenderer*.

**Notice to unsuccessful tenderers** 16 After the successful *tenderer* has acknowledged SFF's notice of acceptance, notify other *tenderers* that their tenders have not been accepted, following SFF's current procedures and shall deal with the disposal of any personal information in accordance with SFF's data retention, storage and disposal policy.

**Prepare contract documents** 17 Revise the contract documents issued by SFF as part of the *tender documents* to take account of

- Addenda issued during the tender period,
- inclusion of some of the *tender returnables*, and
- other revisions agreed between SFF and the successful *tenderer*, before the issue of SFF's notice of acceptance (of the tender).

<b>Issue final contract</b>	18	Issue the final contract documents to the successful <i>tenderer</i> for acceptance within one week of the date of SFF's notice of acceptance.
<b>Sign Form of Agreement</b>	19	Arrange for authorised signatories of both parties to complete and sign the original and one copy of the Form of Agreement within two weeks of the date of SFF's notice of acceptance of the tender. If either party requires the signatories to initial every page of the contract documents, the signatories for the other party comply with the request.
<b>Provide copies of the contracts</b>	20	Provide to the successful <i>tenderer</i> the number of copies stated in the Scope of work/ specification of the signed copy of the contracts within three weeks of the date of SFF's acceptance of the tender.



## APPENDIX (III): 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;

- 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.

### **Risk analysis**

The risk analysis at pre-feasibility and feasibility level is expected to be qualitative and progress to a quantitative technique at the FEED level. There may however be some need for quantitative information in the feasibility phase to support the EIA. The analysis of risks includes those risks to human life, environment and material assets. The results of the risk analysis need to be compared to an agreed risk acceptance criteria and necessary risk reducing measures will be identified and implemented (e.g. detection and early warning systems etc).

### **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.