SANPC/2026/014/RE – RFP TO APPOINT A SERVICE PROVIDER TO MANUFACTURE, SUPPLY AND DELIVER A HEAVY-DUTY OIL CONTAINMENT BOOM FOR SANPC SALDANHA TERMINAL AND OPC

RFP Number	**SANPC/2026/014/RE**
Issue date	**13 October 2026**
Closing Date & Time	**19 November 2026 @ 11H00am**
Compulsory Briefing	**Tuesday, 20 October 2026 at 11h00**@ Via MS TEAMS Interested parties to send their company names to **SANPCprocurement@sa-npc.co.za**
Closing venue	**Online submissions at www.etenders.gov.za ; OR** **SANPC BUILDING** **Third Floor - Reception** **151 Frans Conradie Drive,** **Parow** **Cape Town,** **South Africa** **7500**
Bid Validity Period	**120 days**

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

BIDDER TO NOTE:

A. SANPC Standard Terms and conditions apply (see ANNEXURE A3 attached)
B. Late/incomplete quotations will not be considered

SANPC/2026/014/RE – RFP TO APPOINT A SERVICE PROVIDER TO MANUFACTURE, SUPPLY AND DELIVER A HEAVY-DUTY OIL CONTAINMENT BOOM FOR SANPC SALDANHA TERMINAL AND OPC

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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

SANPC/2026/014/RE – RFP TO APPOINT A SERVICE PROVIDER TO MANUFACTURE, SUPPLY AND DELIVER A HEAVY-DUTY OIL CONTAINMENT BOOM FOR SANPC SALDANHA TERMINAL AND OPC

1.2 ISSUE AND COLLECTION DATE DEADLINE

This RFP may be downloaded directly from National Treasury's e-Tender Publication Portal at www.etenders.gov.za free of charge.

To download RFP and Annexures (if any):

- In the "Search" box, choose "Search by Organ of State" and type "South African National petroleum Company".

Once the tender has been located in the list, click on the "Expand" icon and proceed to download all uploaded documents.

The RFP may also be downloaded from the South African National petroleum Company ("SANPC") website at Procurement - SANPC free of charge. No tender documents will be emailed and/or couriered to potential tenderers.

1.3 COMPULSORY BRIEFING SESSION MEETING

A compulsory briefing session will be held **Tuesday, 20 October 2026 at 11h00**@ Via MS TEAMS. Interested parties to send (by no later than 16h00 on Monday, 19 October 2026) their company names to **SANPCprocurement@sa-npc.co.za to obtain a copy of the teams link.**

Failure to attend the compulsory briefing session will result in disqualification. If the bidding entity is a JV or consortium, then one of the entities must have attended the compulsory briefing session to submit a responsive bid.

Specific queries relating to this RFP can be submitted to Casey Tarboton at SANPCprocurement@sa-npc.co.za specifying the reference number **SANPC/2026/014/RE** on the subject line. The last day for submitting queries is 3 (three) days before the closing date of tender**.**

1.4 CLOSING DATE

The RFP will close on **19 November 2026 @ 11H00am**. Tenderers must ensure that tenders are delivered timeously to the correct physical address OR online as stated below.

Closing Via Online submission:

Tenderers must ensure that tenders are UPLOADED **timeously** to the correct National Treasury eTender Portal (www.etenders.gov.za).

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 uploaded on the SANPC website, if necessary.

1.5 PROPOSAL SUBMISSION

Physical Tender Box submission:

Bids must be submitted before the closing day and time in the Tender Box located at:

SANPC Facility **(PetroSA head office)**
3rd Floor Reception
151 Frans Conradie Drive,
Parow
Cape Town 7500

Online submission:

Alternatively, proposals can be submitted online to www.etenders.gov.za:

Bidders must ensure that bids are UPLOADED **timeously** to the correct National Treasury eTender Portal (www.etenders.gov.za).

NOTE: COMPANY REGISTRATION AND SUBMISSION of your tender proposal ONLINE should be done a few days BEFORE the closing date and NOT on the day of closing.

PHYSICAL DELIVERY INSTRUCTIONS FOR RFP

1.6 Delivery by hand

If delivered by hand, the envelopes must be deposited in the SANPC tender box which is located at the SANPC Facility (on the 3rd Floor at the Reception) at 151 Frans Conradie Drive, Parow Cape Town 7500 (PetroSA head office). It should also be noted that the above tender box is accessible to the public between office hours 08h00 to 16h00 weekdays only and located on the THIRD FLOOR – At SFF RECEPTION

1.7 Dispatch by courier

2.2.1. If dispatched by courier, the envelope must be addressed as above and delivered to the above address. Couriered documents must be in the tender box by the closing date and time.
2.2.2. If tender responses are not delivered as stipulated herein, such tender will not be considered.
2.2.3. No email or faxed Submissions will be considered, unless otherwise stated herein.
2.2.4. The tender responses to this RFP will be opened as soon as possible after the closing date and time. SANPC 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.

2 BROAD-BASED BLACK ECONOMIC EMPOWERMENT AND SOCIO-ECONOMIC OBLIGATIONS

SANPC 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.

1.2 Joint Ventures or Consortiums

1.3 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 SANPC through this RFP process. This written confirmation must clearly indicate the percentage [%] split of business and the responsibilities of each party. In such cases, **conclusion of the service level agreement between the successful bidder/s** will only **be** once a signed copy of a JV or consortium agreement is submitted to SANPC.

1.4 Preference Points and Specific Goals

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

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

When SANPC invites prospective Service Providers to submit Proposals for its Specific Goals, it requires Tenderers to complete Annexure A [the B-BBEE Preference Point Claim Form] and submit

it together with proof of their documents as stipulated in the Claim Form in order to obtain Specific Goal Points.

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

3 COMMUNICATION

4.1 Specific queries relating to this RFP can be submitted to Casey Tarboton at SANPCprocurement@sanpc.co.za specifying the reference number **SANPC/2026/014/RE** on the subject line. The last day for submitting queries is 3 (three) days before the closing date of tender**.**

4.2 Any correspondence with regards to this RFP must be in writing to the provided email address only. In the interest of fairness and transparency SANPC's response to such a query will be published on the SANPC website and the National Treasury e-tender portal. Tenderers are required to check the e-tender portal and/or SANPC website prior to finalizing their tender submission for any changes and/or clarifications to the RFP. SANPC will not be held liable if Tenderers do not receive the latest information regarding this RFP with the possible consequence of either being disadvantaged and/or disqualified as a result thereof.

4.3 After the closing date of the RFP, a Tenderer may only communicate with the Procurement Unit, specific person for this RFP on any matter relating to its RFP.

4.4 Tenderers are to note that changes to its submission will not be considered after the closing date.

4.5 Tenderers are warned that a proposal will be liable to disqualification should any attempt be made by a Tenderer either directly or indirectly to canvass any officer or employee of SANPC in respect of this RFP between the closing date and the date of the award of the business.

4.6 Furthermore, Tenderers found to be in collusion with one another will be automatically disqualified and restricted from doing business with SANPC in the future.

4 INSTRUCTIONS FOR COMPLETING THE RFP

5.1. Proposals must be submitted as an original and 1 copy, unless an electronic submission is made.

5.2. Both sets of documents are to be submitted to the address specified above.

5.3. All returnable documents tabled in the Proposal Form [Part 5] must be returned with your proposal.

5.4. Unless otherwise expressly stated, all proposals furnished pursuant to this RFP shall be deemed to be offers. Any exceptions to this statement must be clearly and specifically indicated.

5 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.

6 DISCLAIMERS

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

7.1. modify the RFP's Scope of Work and request Tenderers to re-tender on any such changes;
7.2. reject any Proposal which does not conform to instructions and scope of work which are detailed herein;
7.3. disqualify Proposals submitted after the stated submission deadline [Closing Date];
7.4. not necessarily accept the lowest priced Proposal or an alternative Tender;
7.5. validate any information submitted by Tenderers in response to this tender. This would include but not limited to, requesting the Tenderer to provide supporting evidence. By submitting a tender, the Tenderer hereby irrevocable grant the necessary consent to SANPC to do so;
7.6. request audited financial statement or other documentation for the purposes of a due diligence exercise;
7.7. award a contract in connection with this Proposal at any time after the RFP's closing date;
7.8. award a contract for only a portion of the proposed Services which are reflected in the scope of this RFP;
7.9. split the award of the contract between more than one Service Provider, should it at SANPC's discretion be more advantageous in terms of, amongst others, cost or developmental considerations;
7.10. cancel the tender process.
7.11 exclude any Tenderer from the Tendering process who has been found guilty of a serious breach of law during the preceding 5 [five] years, including but not limited to breaches of the Competition Act 89 of 1998. Tenderers are required to declare such serious breach of law during the past 5 [five] years in Part 10 [Breach of Law].
7.12 undertake post-tender negotiations [PTN] with selected Tenderers or any number of short-listed Tenderers, such PTN to include, at SANPC's option, any evaluation criteria listed in this RFP document.
7.13 award the business to the highest scoring Tenderer/s unless objective criteria justify the award to another Tenderer.
7.14 award the business to the next ranked tenderer, provided that he/she is still prepared to provide the required Services at the quoted price, should the preferred tenderer fail to sign or commence with the contract within a reasonable period after being requested to do so. Under such circumstances, the validity of the tenders of the next ranked tenderer(s) will be deemed to remain valid, irrespective of whether the next ranked tenderer(s) were issued with a Letter of Regret. Tenderers may therefore be requested to advise whether they would still be prepared to provide the required Services at their quoted price, even after they have been issued with a Letter of Regret.

Kindly note that SANPC 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.

7 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 SANPC Legal Advisor, prior to consideration for an award of business.

8 NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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

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

9 TAX COMPLIANCE

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

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

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

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

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

10 PROTECTION OF PERSONAL INFORMATION ACT, NO.4 OF 2013

SANPC acknowledges that the Tenderer may be required to process the personal information of SANPC 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 SANPC 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 SANPC regarding the processing of such personal information;

(c) only process personal information strictly in compliance with POPI;

(d) secure the integrity and confidentiality of the personal information it processes pursuant to this RFP by taking appropriate, reasonably technical and organisational measures to prevent –

(i) loss of, damage to, or unauthorised destruction of such personal information; and/or
(ii) unlawful access to or unlawful processing of such personal information.

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

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

PART 2. BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS

BACKGROUND AND SCOPE OF WORK

Please refer to **ANNEXURE A1 & A2** for a detailed description of the minimum specifications and scope of work required.

11 EXCHANGE AND REMITTANCE

If SANPC 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 SANPC.

Beneficiary details:
Name [Account holder] _____
Bank [Name and branch code] _____
Swift code _____
Country _____
_____
[Applicable base date of Exchange Rate used]

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

12 SERVICE LEVELS

An experienced account representative(s) is required to work with SANPC 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.
SANPC will have reviews with the Service Provider's account representative on an on-going basis.
SANPC reserves the right to request that any member of the Service Provider's team involved on the SANPC account be replaced if deemed not to be adding value for SANPC.

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 SANPC the right to cancel the contract in whole, without penalty to SANPC, giving 30 [thirty] days' notice to the Service Provider of its intention to do so.

Acceptance **of Service Levels:**

YES		**NO**	

13 RISK

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

Quality of Services delivered:

Continuity of the provision of Services:

14 EVALUATION AND METHODOLOGY

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

STAGE 1 (TEST FOR RESPONSIVENESS) :

Step 1 (Administrative responsiveness)

Step 2 (Substantive responsiveness; pre-qualifications) – **Refer to Annexure A1 & A2**

STAGE 2 (FUNCTIONALITY / TECHNICAL EVALUATION)

Step 3 (Minimum thresholds for functionality)

STAGE 3 (WEIGHTED SCORING)

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

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

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

14.1 STAGE 1: TEST FOR RESPONSIVENESS

Step 1 - Test for Administrative Responsiveness

The test for administrative responsiveness will include the following:

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

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

Step 2 - Test for Substantive Responsiveness

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

Check for substantive responsiveness
• Whether the Tender contains a completed FORM OF OFFER – (PART 4); and • Separate price schedule with breakdown of costs aligned to the scope of work; and
• CSD Registration No (unless foreign entity); and • Compliance with the Scope of Work and BID ELIMINATION CRITERIA **– refer to Annexure A1 and A2 (submit evidence of compliance to scope and specifications)**

****Failure to meet All the Bid Elimination criteria listed above will result in immediate disqualification of the bidder without progressing to Step 3 of the evaluation process below.**

The test for substantive responsiveness [Step Two] must be passed for a Tenderer's Proposal to progress to Stage 3 for further evaluation.

14.2 STAGE 2: Technical / Functionality Evaluation Criteria

Minimum Threshold is 70% for the Technical/Functionality Criteria

Item No	Technical Evaluation Criteria	Proof	Evaluation		% Weighting
1	Manufacturing Quality	Certificate of quality assurance from the manufacturer specifying compliance with ISO 9001.2015	Yes	5	35%
			No	0	
2	Experience of the company in relation to Heavy duty oil containment Booms	Reference letters of similar projects (heavy duty oil containment booms) within last 10 years.	5 & more reference letters	5	35%
			4 Reference letters	4	
			3 Reference letters	3	
			2 Reference letters	2	
			1 Reference letter	1	
			Non- responsive	0	
3	Project Plan for Manufacturing and Delivery	Project Schedule Contains Gantt Chart or similar evidence of project activities and delivery date	Delivery between 10 - 11 weeks of Purchase Order	5	30%
			Delivery between 12-13 weeks of Purchase Order	4	
			Delivery between 14 - 15 weeks of Purchase Order	3	
			Delivery between 16-17 weeks of Purchase Order	2	
			Delivery between 18 - 19 weeks of Purchase Order	1	
			Delivery more than 19 weeks of Purchase Order	0	

Tenderers are to note that SANPC will round off final technical scores to the nearest 2 (two) decimal places for the purposes of determining whether the technical threshold has been met.

14.3 STAGE 3: Evaluation and Final Weighted Scoring

(a) **Step 4 - Price Criteria** [Weighted score **80/90 points**]

Evaluation Criteria
• Commercial offer
• Commercial discounts[1]

SANPC will utilise the following formula in its evaluation of Price:

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

Where:

Ps	=	Score for the Tender under consideration
Pt	=	Price of Tender under consideration
Pmin	=	Price of lowest acceptable tender

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

i) Price; and

ii) Specific Goals (weighted score10/20)

SPECIFIC GOALS:

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

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

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

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

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

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

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

iii) Cost / Price

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

Note: SANPC 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 SANPC.

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
Specific Goals	20	10
Total	**100**	

(d) <u>Step Five - Post Tender Negotiations (if applicable)</u>

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

TENDER SERIAL NO.:
SIGNATURES OF SANPC OFFICIALS AT TENDER OPENING
1.
2.
3.

FORM OFFER

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

_____

The tenderer, identified in the offer signature block, has 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) The Tenderer must submit a separate price schedule - providing a detailed breakdown of costs in accordance with the scope and specifications

b) Prices must be quoted in South African Rand, inclusive of VAT and must remain fixed.

c) Prices quoted must be held valid for a period of 120 days from closing date.

d) Please note that should you have offered a discounted price(s), SANPC will only consider such price discount(s) in the final evaluation stage if offered on an unconditional basis.

PART 5: PROPOSAL FORM

I/We _____

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

Of _____

[full address]

carrying on business trading/operating as _____

_____

represented by _____

in my capacity as _____

_____

being duly 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 SANPC'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 SANPC 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 SANPC 's acceptance thereof shall constitute a binding contract between SANPC and me/us.

Should SANPC 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 SANPC Letter of appointment, shall constitute a binding contract between SANPC 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, SANPC 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 SANPC, which will allow SANPC 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 SANPC with cause for cancellation.

I/We acknowledge that the SANPC 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 SANPC'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 Provide**r] 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

SANPC requires a validity period of **120 [one hundred and twenty]** days from the closing date of this RFP.

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

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

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

_____

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

_____

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

CONFIDENTIALITY

All information related to this RFP is to be treated with strict confidence. In this regard Tenderers are required to complete and return a signed copy of Certificate of Acquaintance with the Non-Disclosure Agreement [Appendix (ii)]. All information related to a subsequent contract, both during and after completion thereof, will be treated with strict confidence. Should the need however arise to divulge any information gleaned from provision of the Services, which is either directly or indirectly related to SANPC's business, written approval to divulge such information must be obtained from SANPC 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. There are three types of returnable documents as indicated below and Respondents are urged to ensure that these documents are returned with their bids based on the consequences of non-submission as indicated below:

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

(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:

MANDATORY RETURNABLE DOCUMENTS	SUBMITTED [Yes/No]
Completed Form of offer (Part 4); and	
Pricing schedule providing detailed breakdown as per scope and specifications	
Proof of CSD Registration No (unless foreign entity).	
Evidence of Compliance with the Scope of Work and BID ELIMINATION CRITERIA **– refer to Annexure A1 and A2 (submit documentary evidence of compliance)**	

(b) Returnable Documents Used for Scoring

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

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

RETURNABLE DOCUMENTS USED FOR SCORING	SUBMITTED [Yes/No]
Refer to Stage 3 Technical/Functional Evaluation which details the returnable documents to be used for the technical evaluation that will not result in disqualification but a score of zero for that aspect of the technical evaluation.	
Tenders must submit a copy of their B-BBEE certificate issued by an authorized body or person or a B-BBEE sworn affidavit to claim specific goal(s) points.	

(c) Essential Returnable Documents

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

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

ESSENTIAL RETURNABLE DOCUMENTS & SCHEDULES	SUBMITTED [Yes or No]
PART 2: Background, Overview and Scope of Requirements	
PART 5: Proposal Form	
PART 6: Signing Power - Resolution of Board of Directors	
PART 7: Certificate of Acquaintance with RFP Documents	
PART 8: Certificate of Acquaintance with General Tender Conditions Services	
PART 9: RFP Declaration Form	
PART 10: Breach of Law Form	
PART 11: Certificate of Acquaintance with non-disclosure agreement	
Annexure A: Preference Points Claim Form	
Annexure B: Declaration of Interest	

ESSENTIAL RETURNABLE DOCUMENTS & SCHEDULES	SUBMITTED [Yes or No]
Annexure C: Declaration of bidder's past SCM practices	
Annexure D: Certificate of independent bid determination	
Annexure E : SBD 1	
APPENDIX (II): GENERAL TENDER CONDITIONS	
APPENDIX (III): SAFETY ARRANGEMENTS AND PROCEDURAL COMPLIANCE WITH THE OCCUPATIONAL HEALTH AND SAFETY ACT (ACT 85 OF 1993) AND APPLICABLE REGULATIONS	
Annexure A3 – SANPC STANDARD TERMS AND CONDITIONS	

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 SANPC with such renewals as and when they become due, SANPC 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 SANPC 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 SANPC 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 _____

PART 6: SIGNING POWER

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 CHAIRPERSON

PART 7: CERTIFICATE OF ACQUAINTANCE WITH RFP DOCUMENTS

NAME OF ENTITY: _____

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

2. I/we furthermore agree that SANPC 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 SANPC for the carrying out of the proposed Services for which I/we submitted my/our Proposal.

I/We furthermore agree that SANPC shall recognise no claim from me/us for relief based on an allegation that I/we overlooked any terms and conditions of the General Tender Conditions or failed to take it into account for the purpose of calculating my/our offered prices or otherwise.

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

SIGNED AT _____ ON THIS _____ DAY OF _____ 20 _____

_____ _____

SIGNATURE OF WITNESS SIGNATURE OF TENDERER

PART 9: DECLARATION FORM

NAME OF ENTITY: _____

We _____do hereby certify that:

1. SANPC 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 SANPC sources, other than information formally received from the designated SANPC 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 SANPC 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 SANPC 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 SANPC 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 SANPC :

   _____

   _____

   _____

[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 SANPC]

8. We declare, to the extent that we are aware or become aware of any relationship between ourselves and SANPC [other than any existing and appropriate business relationship with SANPC] which could unfairly advantage our entity in the forthcoming adjudication process, we shall notify SANPC 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 SANPC 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 SANPC 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 SANPC '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 SANPC SOC Ltd reserves the right to exclude any Tenderer from the Tendering process, should that person or entity have been found guilty of a serious breach of law, tribunal or regulatory obligation.

SIGNED AT _____ ON THIS _____ DAY OF _____ 20 _____

_____ _____

SIGNATURE OF WITNESS SIGNATURE OF TENDERER

PART 11: CERTIFICATE OF ACQUAINTANCE WITH NON-DISCLOSURE AGREEMENT

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

I/We furthermore agree that SANPC 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

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

SBD 6.1

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

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

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1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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

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

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

iv) Price; and

v) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20

Total points for Price and SPECIFIC GOALS	100

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

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

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 **or** **90/10**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
51% Black Owned Enterprise or more	10%			
30% Black Women Owned or more	10%			

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm……

4.4. Company registration number: ……..

4.5. TYPE OF COMPANY/ FIRM

- ϒ Partnership/Joint Venture / Consortium
- ϒ One-person business/sole propriety

- ϒ Close corporation
- ϒ Public Company
- ϒ Personal Liability Company
- ϒ (Pty) Limited
- ϒ Non-Profit Company
- ϒ State Owned Company

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

ANNEXURE B: SBD 4 DECLARATION OF INTEREST

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

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

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

3.1	Full Name: ……	
3.2	Identity Number: ……	
3.3	Company Registration Number: ……	
3.4	Tax Reference Number: ……	
3.5	VAT Registration Number: ……	
3.6	Are you presently in the service of the state*	**YES / NO**
3.6.1	If so, furnish particulars.	

……

……

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

---

* "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.

twelve months?

3.7.1 If so, furnish particulars.

……

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

3.8.1 If so, furnish particulars.

……

……

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

3.9.1 If so, furnish particulars

……

……

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

3.10.1 If so, furnish particulars.

……

……

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

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 SANPC informed of any changes hereto. I acknowledge that SANPC 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 SANPC's privacy policy, which is available on its website and on request.

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

…….. ……..
Signature Date

…….. ……..
Position Name of Tenderer

ANNEXURE 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 SANPC 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[3] 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? **(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the *audi alteram partem rule* was applied).**		
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?) **To assess this Register enter the National Treasury's website, www.treasury.gov.za , 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**		
2.2.1	If so, furnish particulars		
2.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?		
2.3.1	If so, furnish particulars:		

2.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) ----------CERTIFY THAT MY PARTICULARS AS PROVIDED HEREIN ARE BOTH TRUE AND CORRECT, AND UNDERTAKE TO KEEP SANPC INFORMED OF ANY CHANGES HERETO. I ACKNOWLEDGE THAT SANPC 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 SERIVCE PROVIDER, AND THAT SUCH PROCESSING SHALL BE DONE IN ACCORDANCE WITH SANPC 'S PRIVACY POLICY, WHICH IS AVAILABLE ON REQUEST.

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

---------- ----------

Signature Date

---------- _____

Position Name of Bidder

ANNEXURE (E): SBD1

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF DEPARTMENT/ PUBLIC ENTITY*)					
BID NUMBER:	**SANPC/2026/014/RE**	CLOSING DATE:	**19 November 2026**	CLOSING TIME:	**11:00**
DESCRIPTION	**RFP TO APPOINT A SERVICE PROVIDER TO MANUFACTURE, SUPPLY AND DELIVER A HEAVY-DUTY OIL CONTAINMENT BOOM FOR SANPC SALDANHA TERMINAL AND OPC**				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*

SANPC (Petrosa head office)
3rd Floor
151 Frans Conradie Drive ,
Parow Cape Town
7500
Or
Online submissions at www.etenders.gov.za

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**Casey Tarboton**	CONTACT PERSON	**Casey Tarboton**
TELEPHONE NUMBER	**021 524 2700**	TELEPHONE NUMBER	**021 524 2700**
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	**SANPCprocurement@sa-npc.co.za**	E-MAIL ADDRESS	**SANPCprocurement@sa-npc.co.za**

SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR**	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ No

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	**14.3.1** ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B
TERMS AND CONDITIONS FOR BIDDING

1.	**BID SUBMISSION:**
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**
2.	**TAX COMPLIANCE REQUIREMENTS**
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER: ……

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

DATE: ……...

APPENDIX (I): GENERAL TENDER CONDITIONS

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).

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

Actions	1	SANPC's *Representative* and each *tenderer* 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.
Interpretation	2	Terms shown in *italics* 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 *tender returnables* 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.
Communication	5	Each communication between SANPC and a *tenderer* shall be to or from SANPC *'s Representative* only, and in a form that can be read, copied and recorded. Communication shall be in the English language. SANPC takes no responsibility for non-receipt of communications from or by a *tenderer.*
SANPC's rights to accept or reject any	6	SANPC may accept or reject any variation, deviation, tender, or alternative tender, and may cancel the tender process and reject all tenders at any time

tender		prior to the formation of a contract. SANPC or SANPC*'s Representative* will not accept or incur any liability to a *tenderer* for such cancellation and rejection, but will give reasons for the action. SANPC 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 SANPC 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:

Eligibility	1	Submit a tender only if the *tenderer* complies with the criteria stated in the Scope of work/ specification.
Cost of tendering	2	Accept that SANPC will not compensate the *tenderer* for any costs incurred in the preparation and submission of a tender.
Check documents	3	Check the *tender documents* on receipt, including pages within them, and notify SANPC*'s Representative* of any discrepancy or omissions in writing.
Copyright of documents	4	Use and copy the documents provided by SANPC only for the purpose of preparing and submitting a tender in response to this invitation.
Standardised specifications and other publications	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 *tender documents* by reference.
Acknowledge receipt	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 *tender documents,* which SANPC*'s Representative* may issue, and if necessary apply for an extension to the *deadline for tender submission*, in order to take the Addenda into account.
Site visit and / or clarification meeting	8	Attend a site visit and/or clarification meeting at which *tenderer*s 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.

Seek clarification	9	Request clarification of the *tender documents,* if necessary, by notifying SANPC*'s Representative* earlier than the *closing time for clarification of queries*.
Insurance	10	Be informed of the risk that needs to be covered by insurance policy. The *tenderer* is advised to seek qualified advice regarding insurance.
Pricing the tender	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 SANPC*'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 SANPC.
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 *SANPC 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. SANPC 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 SANPC'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 SANPC'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 SANPC 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:

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

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

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

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

Closing time

25 Ensure that SANPC 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 SANPC as proof of delivery. SANPC 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 SANPC 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 SANPC at any time within the *validity period* after the *deadline for tender submission*.
	28	Extend the *validity period* for a specified additional period if SANPC 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 SANPC may allow for the effects of inflation over the additional period.
Clarification of tender after submission	29	Provide clarification of a tender in response to a request to do so from SANPC's *Representative* during the evaluation of tenders. This may include providing 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 SANPC*'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 SANPC*'s Representative* with the concurrence of the *tenderer*, shall be binding upon the *tenderer*
Submit bonds, policies etc.	30	If instructed by SANPC*'s Representative* (before the formation of a contract), submit for SANPC*'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 SANPC'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 SANPC 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 require ments	33	Comply with SANPC's requirements regarding BBEE Suppliers.

SANPC's undertakings

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

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

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, SANPC may grant such an extension and SANPC's *Representative* shall notify the extension to all *tenderer*s.
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.
Non-disclosure	4	Not disclose to *tenderer*s, 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. 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. 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 SANPC.
Grounds for rejection	5	Consider rejecting a tender if there is any effort by a *tenderer* to influence the processing of tenders or contract award.
Disqualification	6	Instantly disqualify a *tenderer* (and his tender) if it is established that the *tenderer* offered an inducement to any person with a view to influencing the placing of a contract arising from this invitation to tender.
Test for responsiveness	7	Determine before detailed evaluation, whether each tender properly received • meets the requirements of these Conditions of Tender, • has been properly signed, and • is responsive to the requirements of the *tender documents*.
	8	Judge a responsive tender as one which conforms to all the terms, conditions, and specifications of the *tender documents* without material deviation or qualification. A material deviation or qualification is one which, in SANPC *'s* opinion would

- detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Contract Data,
- change SANPC*'s* or the *tenderer*'s risks and responsibilities under the contract, or
- affect the competitive position of other *tenderer*s presenting responsive tenders, if it were to be rectified.

Non-responsive tenders 10 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.

Arithmetical errors 11 Check responsive tenders for arithmetical errors, correcting them as 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 SANPC tender committee and will not be disclosed to *tenderer*s 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 SANPC'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 SANPC and the successful *tenderer*.
Notice to unsuccessful tenderers	16	After the successful *tenderer* has acknowledged SANPC's notice of acceptance, notify other *tenderer*s that their tenders have not been accepted, following SANPC's current procedures and shall deal with the disposal of any personal information in accordance with SANPC's data retention, storage and disposal policy.
Prepare contract documents	17	Revise the contract documents issued by SANPC 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 SANPC and the successful *tenderer,* before the issue of SANPC's notice of acceptance (of the tender).
Issue final contract	18	Issue the final contract documents to the successful *tenderer* for acceptance within one week of the date of SANPC's notice of acceptance.
Sign Form of Agreement	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 SANPC'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.
Provide copies of the contracts	20	Provide to the successful *tenderer* 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 SANPC's acceptance of the tender.

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

1. General

1.1 The Contractor and SANPC (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 SANPC, 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 SANPC 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;
- he site access control measures pertaining to health and safety to be implemented;
- The introduction of control measures for ensuring that the Safety Plan is maintained and monitored for the duration of the Contract.

5.5 The Health and Safety programme shall be subject to the Procurement Manager / SHEQ Manager / Technical Manager's approval and he may, in consultation with the Contractor, order that additional

and/or supplementary practical arrangements and procedures be implemented and maintained by the Contractor or that different working methods or safety equipment be used or safety clothes be issued which, in the Procurement Manager / SHEQ Manager / Technical Manager's opinion, are necessary to ensure full compliance by the Contractor with his obligations as an employer in terms

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

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

5.7 The Contractor shall stop any subcontractor from executing any construction work, which is not in accordance with the Contractor's, and/or subcontractor's Health and Safety Plan for the site or which poses a threat to the health and safety of persons.

5.8 The Contractor shall ensure that a copy of the Health and Safety Plan is available on site for inspection by an inspector, Procurement Manager / SHEQ Manager / Technical Manager, agent, subcontractor, employee, registered employee organization, health and safety representative or any member of the health and safety committee.

5.9 The Contractor shall consult with the health and safety committee or, if no health and safety committee exists, with a representative group of employees, on the development, monitoring and review of the Risk Assessment.

5.10 The Contractor shall ensure that all employees under his control are informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the Risk Assessment.

5.11 The Contractor shall ensure that all subcontractors are informed regarding any hazard as stipulated in the Risk Assessment before any work commences, and thereafter at such times as may be determined in the Risk Assessment.

5.12 The Contractor shall ensure that all visitors to a construction site undergoes health and safety induction pertaining to the hazards prevalent on the site and shall be provided with the necessary personal protective equipment.

6. Fall Protection Plan

6.1 In the event of the risk and hazard identification, as required in terms of clause 5.3 of this Specification, revealing risks relating to working from an elevated position the contractor shall cause the designation of a competent person, responsible for the preparation of a fall protection plan;

6.2 The Contractor shall implement, maintain and monitor the fall protection plan for the duration of Contract. The Contractor shall also take such steps to ensure the continued adherence to the fall protection plan.

6.3 The fall protection plan shall include: -

- A Risk Assessment of all work carried out from an elevated position;
- The procedures and methods to address all the identified risks per location;
- The evaluation of the employees' physical and psychological fitness necessary to work at elevated positions;
- The training of employees working from elevated positions; and
- The procedure addressing the inspection, testing and maintenance of all fall protection equipment.

7. Hazards and Potential Hazardous Situations

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

8. Health and Safety File

8.1 The Contractor shall ensure that a health and safety file is opened and kept on site and shall include all documentation required as per the Act and applicable regulations, and made available to an inspector, the Procurement Manager / SHEQ Manager / Technical Manager, or subcontractor upon request.

8.2 The Contractor shall ensure that a copy of the both his Health and Safety Plan as well as any subcontractor's Health and Safety Plan is available on request to an employee, inspector, contractor or the Procurement Manager / SHEQ Manager / Technical Manager.

8.3 The Contractor shall hand over a consolidated health and safety file to the Procurement Manager / SHEQ Manager / Technical Manager upon completion of the **Works** and shall in addition to documentation mentioned in the Act and applicable Regulations include a record of all drawings, designs, materials used and other similar information concerning the completed structure.

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

HSE philosophy

Inherent safety and protection of the environment is a prerequisite from the beginning of the design process. The HSE philosophy must be included in the design premise document, and should include considerations on waste reduction, minimisation of fugitive emissions, ground water pollution

prevention, minimisation of manning levels for hazardous processes, hazardous materials handling, early detection systems and specific measures to reduce risks to ALARP levels.

Hazard identification study

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