



**INVITATION TO BID**

**YOU ARE HEREBY INVITED TO SUBMIT BIDS FOR THE REQUIREMENTS OF CAST PRODUCTS SOUTH AFRICA**

<b>RFB NUMBER:</b>	RFB0304-23/24
<b>CLOSING DATE:</b>	31 MAY 2023
<b>CLOSING TIME:</b>	11:00 AM
<b>COMPULSORY BRIEFING SESSION:</b>	There will be a non-compulsory briefing session. 16 MAY 2023
<b>BRIEFING TIME:</b>	11H00 am
<b>CONTACT ATTENDANCE VENUE:</b>	SCAW AUDITORIUM, 3 <sup>RD</sup> FLOOR, VISITORS GATE Black Reef Road, Union Junction; Dinwiddie, Germiston, 1400. <a href="https://castproducts.co.za/Pages/Germiston.asp#">https://castproducts.co.za/Pages/Germiston.asp#</a>
<b>TEAMS LOG-IN DETAILS:</b>	Meeting ID: 362 805 324 52 Passcode: uygfAE
<b>BID VALIDITY PERIOD:</b>	90 DAYS (COMMENCING FROM THE RFB CLOSING DATE)
<b>DESCRIPTION OF BID:</b>	Appointment of a service provider/s to supply and Deliver Bentonite Raw material to Cast Products South Africa for a period of twelve (12) months with an option to renew for further 24 months.
<b>BID DOCUMENTS DELIVERY ADDRESS</b>	<b>MAIN BUILDING BLACK REEF ROAD; UNION JUNCTION; DINWIDDIE; GROUND FLOOR; GERMISTON AT THE ENTRANCE OF THE MAIN RECEPTION.</b>  <b>OR</b> <b>CAST PRODUCTS SA PTY LTD, PRIVATE BAG X165 GERMISTON, 1400, SOUTH AFRICA</b>
<b>ENQUIRIES</b>	<a href="mailto:tenders@castproducts.co.za">tenders@castproducts.co.za</a>
<b>FOR ATTENTION:</b>	THE HEAD OF SUPPLY CHAIN MANAGEMENT

**NB: Bidders must ensure that they sign the register at the reception when submitting the bids.**

**THE FOLLOWING PARTICULARS MUST BE FURNISHED (FAILURE TO DO SO SHALL RESULT IN YOUR BID BEING DISQUALIFIED)**

## BIDDING STRUCTURE

Indicate the type of Bidding structure by marking with an 'X':	
Individual bidder	
Joint venture	
Consortium	
Subcontractors	
Other	

<b>If individual bidder, indicate the following:</b>	
Name of bidder	
Registration number	
VAT registration number	
Contact person	
Telephone number	
Fax number	
E-mail address	
Postal address	
Physical address	

<b>If Joint Venture or Consortium, indicate the following:</b>	
Name of prime contractor	
Registration number	
VAT registration number	
Contact person	
Telephone number	
Fax number	
E-mail address	
Postal address	
Physical address	

<b>If using sub-contractors:</b>	
Name of prime contractor	
Registration number	
VAT registration number	
Contact person	
Telephone number	
Fax number	
E-mail address	
Postal address	
Physical address	

<b>If Joint Venture or Consortium, indicate the following: (to be completed for each partner)</b>	
Name of partners	
Registration number	
VAT registration number	
Contact person	
Telephone number	
Fax number	
E-mail address	
Postal address	
Physical address	

<b>If using subcontractors: (to be completed for each sub-contractor)</b>	
Name of subcontractors:	
Registration number	
VAT registration number	
Contact person	
Telephone number	
Fax number	
E-mail address	
Postal address	
Physical address	

## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (CAST PRODUCTS SOUTH AFRICA PTY LTD)</b>					
BID NUMBER:	RFB0304-23/24	CLOSING DATE: 31 MAY 2023		CLOSING TIME:	11H00 AM
DESCRIPTION	<b>Appointment of a service provider/s to supply and Deliver Bentonite Raw Material to Cast Products South Africa for a period of twelve (12) months with an option to renew for further 24 months.</b>				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
<b>Cast Products South Africa: 61 Cardiff Rd, Dinwiddie, Germiston, 1401</b>					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Head of SCM	CONTACT PERSON	Plant Manager/s		
TELEPHONE NUMBER	+27 10 502 0209	TELEPHONE NUMBER	+27 10 502 0209		
FACSIMILE NUMBER	+27 11 842-9710	FACSIMILE NUMBER	+27 11 842-9710		
E-MAIL ADDRESS	tenders@castproducts.co.za	E-MAIL ADDRESS	tenders@castproducts.co.za		
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:	<b>OR</b>	CENTRAL SUPPLIER DATABASE No:	MAAA	
<b>1</b> ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	<b>2</b> ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]		
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
<b>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.</b>					

## PART B TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER:.....

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

DATE: .....

**Checklist of compulsory documents to be submitted:**

**Please tick in the relevant block below**

<b>YES</b>	<b>NO</b>	
<input type="checkbox"/>	<input type="checkbox"/>	One original tender document (clearly marked as original, etc.)
<input type="checkbox"/>	<input type="checkbox"/>	Valid Current Tax Clearance Pin.
<input type="checkbox"/>	<input type="checkbox"/>	Audited Past three years Annual financial statements with signed audit report in case of a company.
<input type="checkbox"/>	<input type="checkbox"/>	Past three years Annual financial statements prepared by an independent accountant in case of a CC.
<input type="checkbox"/>	<input type="checkbox"/>	Certified copies ( <b>Copy with original stamp</b> ) of your CIPC company registration documents listing all members with percentages, in case of a CC.
<input type="checkbox"/>	<input type="checkbox"/>	Certified copies ( <b>Copy with original stamp</b> ) of all latest share certificates, in case of a company.
<input type="checkbox"/>	<input type="checkbox"/>	Shareholding breakdown per race, gender and percentage shareholding with shareholders of the bidding company who are not individuals.
<input type="checkbox"/>	<input type="checkbox"/>	List of references of past and present clients (Company name, department, branch, contact person with office telephone number).

**Please ensure that the following documents are completed and signed where applicable:**

<b>YES</b>	<b>NO</b>	
<input type="checkbox"/>	<input type="checkbox"/>	Completed Bid Conditions – <b>Section 11</b> of this bid document
<input type="checkbox"/>	<input type="checkbox"/>	Completed Specifications – <b>Annex A</b> of this bid document.
<input type="checkbox"/>	<input type="checkbox"/>	Completed Price Schedule (with detailed breakdown) - <b>Annex B</b> of this bid document
<input type="checkbox"/>	<input type="checkbox"/>	Declaration of Interest – <b>Annex D</b> of this bid document
<input type="checkbox"/>	<input type="checkbox"/>	Preferential Procurement Claim- <b>Annex E</b> of this Bid Document
<input type="checkbox"/>	<input type="checkbox"/>	Contract Form - <b>Annex F</b> of this bid document.
<input type="checkbox"/>	<input type="checkbox"/>	Copy of agreement in case of JV or Consortium – <b>Annex L</b> of this bid document

**NB: Should all these documents not be included; the bidder may be disqualified based on non-compliance. The same documents must be submitted for all other companies that are involved in the tender in case of a consortium.**

I CERTIFY THAT THE INFORMATION FURNISHED ON THIS FORM IS TRUE AND CORRECT.

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

SIGNATURE OF BIDDER (duly authorised)

.....

DATE

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED

.....

## CONDITIONS AND UNDERTAKINGS BY BIDDER

- 1.1 **The Bid forms should not be retyped or redrafted, but photocopies may be prepared and used.** However, only documents with the original signature in black ink shall be accepted. Additional offers against any item should be made on a photocopy of the page in question.
- 1.1.1 **Black ink should be used when completing Bid documents.**
- 1.1.2 Bidders should check the numbers of the pages to satisfy themselves that none is missing or duplicated. CPSA will accept NO liability in regard to anything arising from the fact that pages are missing or duplicated.
- 1.2 I/We hereby Bid to supply all or any of the supplies and/or to procure all or any of the services described in the attached documents to CPSA on the terms and conditions and in accordance with the specifications stipulated in the Bid documents (and which shall be taken as part of, and incorporated into, this Bid) at the prices inserted therein.
- 1.3 I/We agree that -
  - 1.3.1 The offer herein shall remain binding upon me/us and open for acceptance by CPSA during the validity period indicated and calculated from the closing hour and date of the Bid;
  - 1.3.2 the laws of the Republic of South Africa shall govern the contract created by the acceptance of my/our Bid and that I/we choose domicilium citandi et executandi in the Republic as indicated below; and
- 1.4 **NB: BIDDERS TERMS AND CONDITIONS ARE NOT ACCEPTABLE.**
- 1.5 I/We furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our Bid that the price(s) and rate(s) quoted cover all the work/item(s) specified in the Bid documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.
- 1.6 I/We hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me/us under this Bid as the Principal(s) liable for the due fulfilment of this contract.

Signature(s) of Bidder or assignee(s)	Date
Name of signing person (in block letters)	
Capacity	
Are you duly authorized to sign this bid?	
Name of Bidder [company name] (in block letters)	
Postal address (in block letters)	
Domicilium citandi et executandi in the RSA (full street address of this place) (in block letters)	
.....	
.....	
Telephone Number.....	Fax Number
.....	
Cell Number: .....	Email Address
.....	

**INSTRUCTIONS TO BIDDER**

**1 Confidential information disclosure notice**

- 1.1 This document may contain confidential information that is the property of Cast Products South Africa (CPSA).
- 1.2 No part of the contents may be used, copied, disclosed, or conveyed in whole or in part to any party in any manner whatsoever other than for preparing a proposal in response to this Bid, without prior written permission from CPSA.
- 1.3 All copyright and Intellectual Property herein vests with CPSA.

**2 Introduction**

**2.1 Purpose**

2.1.1 The purpose of this Request for Bid (RFB) is an invitation to potential suppliers (hereinafter referred to as "Bidders") to submit Bids for the items/products/solutions as detailed under Annex A: Technical/solution specification.

**2.2 Objectives**

- 2.2.1 The following objectives must be achieved with the implementation of the above required solution:
  - 2.2.1.1 Based on the Bids submitted and the outcome of the evaluation process according to the set evaluation criteria, CPSA intends to select a preferred bidder/s with the view of concluding a service level agreement (SLA) where applicable with such successful bidder. The Bid shall be evaluated in terms of the PPPFA (80/20).

**2.3 Queries**



- 2.3.1 Should it be necessary for a bidder to obtain clarity on any matter arising from or referred to in this RFB document, please refer queries, in writing, to the contact person(s) listed below. Under no circumstances may any other employee within CPSA be approached for any information. Any such action may result to disqualification of a response submitted in response to the RFB. CPSA reserves the right to place responses to such queries on the website.

Name	Type of Query	Email address
Head of SCM	Bid Queries	<a href="mailto:tenders@castproducts.co.za">tenders@castproducts.co.za</a>

Enquiries should reference specific paragraph numbers, where appropriate.

All questions/enquiries must be forwarded in writing not later than **26 May 2023 at 11h00**.

Questions/enquiries received after **11h00** on **26 May 2023** will not be considered.

***Bidders are not allowed to contact any other CPSA staff in the context of this tender other than the indicated official under 2.3.1.***

## 2.4 Bid Documents

- 2.4.1 Bids must be **hand delivered or (if couriered) reach to CPSA** by no later than **11h00 on 31 May 2023**.
- 2.4.2 Bid documents must contain **one original document, initialled on each page, and signed where required. (Two separate envelopes: one for financials (Pricing) and the other for technical document).**

## 3 General rules and instructions

### 3.1 Confidentiality

- 3.1.1 The information contained in this document is of a confidential nature and must only be used for purposes of responding to this RFB. This confidentiality clause extends to Bidder partners and/or implementation agents, whom the Bidder may decide to involve in preparing a response to this RFB.
- 3.1.2 For purposes of this process, the term “Confidential Information” shall include all technical and business information, including, without limiting the generality of the foregoing, all secret knowledge and information (including any and all financial, commercial, market, technical, functional and scientific information, and information relating to a party’s strategic objectives and planning and its past, present and future research and development), technical, functional and scientific requirements and specifications, data concerning business relationships, demonstrations, processes, machinery, know-how, architectural information, information contained in a party’s software and associated material and documentation, plans, designs and drawings and all material of whatever description, whether subject to or protected by copyright, patent or trademark, registered or un-registered, or otherwise

disclosed or communicated before or after the date of this process.

- 3.1.3 The receiving party shall not, during the period of validity of this process, or at any time, thereafter, use or disclose, directly or indirectly, the confidential information of CPSA (even if received before the date of this process) to any person whether in the employment of the receiving party or not, who does not take part in the performance of this process.
- 3.1.4 The receiving party shall take all such steps as may be reasonably necessary to prevent CPSA's confidential information coming into the possession of unauthorised third parties. In protecting the receiving party's confidential information, CPSA shall use the same degree of care, which does not amount to less than a reasonable degree of care, to prevent the unauthorised use or disclosure of the confidential information as the receiving party uses to protect its own confidential information.
- 3.1.5 Any documentation, software or records relating to confidential information of CPSA, which comes into the possession of the receiving party during the period of validity of this process or at any time thereafter or which has so come into its possession before the period of validity of this process:
  - 3.1.5.1 Shall be deemed to form part of the confidential information of CPSA.
  - 3.1.5.2 Shall be deemed to be the property of CPSA.
  - 3.1.5.3 shall not be copied, reproduced, published, or circulated by the receiving party unless and to the extent that such copying is necessary for the performance of this process and all other processes as contemplated in; and
  - 3.1.5.4 Shall be surrendered to CPSA on demand, and in any event on the termination of the investigations and negotiations, and the receiving party shall not retain any extracts.
- 3.2 **News and press releases**
  - 3.2.1 Bidders or their agents shall not make any news releases concerning this RFB or the awarding of the same or any resulting agreement(s) without the consent of, and then only in co-ordination with CPSA.
- 3.3 **Precedence of documents**
  - 3.3.1 This RFB consists of a number of sections (see list). Where there is a contradiction in terms between the clauses, phrases, words, stipulations or terms and herein referred to generally as stipulations in this RFB and the stipulations in any other document attached hereto, or the RFB submitted hereto, the relevant stipulations in this RFB shall take precedence.
  - 3.3.2 Where this RFB is silent on any matter, the relevant stipulations addressing such matter and which appears in the PPPFA shall take precedence. Bidders shall refrain from incorporating any additional stipulations in its proposal submitted in terms hereof other than in the form of a clearly marked recommendation that CPSA may in its sole discretion elect to import or to ignore. Any such inclusion shall not be used for any purpose of interpretation unless it has been so imported or acknowledged by CPSA.
  - 3.3.3 It is acknowledged that all stipulations in the PPPFA are not equally applicable to all matters addressed in this RFB. It however remains the exclusive domain and election of CPSA as to which of these stipulations are applicable and to what extent. Bidders are hereby

acknowledging that the decision of the CPSA in this regard is final and binding. The onus to enquire and obtain clarity in this regard rests with the vendor(s). The vendor(s) shall take care to restrict its enquiries in this regard to the most reasonable interpretations required to ensure the necessary consensus.

### **3.4 Preferential Procurement Reform**

3.4.1 CPSA supports Black Economic Empowerment as an essential ingredient of its business. In accordance with government policy, CPSA insists that the private sector demonstrates its commitment and track record to Black Economic Empowerment in the areas of ownership (shareholding), skills transfer, employment equity and procurement practices (SMME Development) etc.

3.4.2 CPSA shall apply the principles of the Preferential Procurement Policy Framework Act, (Act No. 5 of 2000) with its Preferential Procurement Regulation 2022 to this proposal.

3.4.3 Bidders shall complete the preference certificate attached to this proposal. In the case of a consortium and subcontractors, the preference certificate must be completed for each legal entity (Annex C).

### **3.5 Security clearances**

3.5.1 Employees and subcontractors of the Bidders **may** be required to be in possession of valid security clearances to the level determined by NIA or/ or CPSA commensurate with the nature of the project activities they are involved in. The cost of obtaining suitable clearances is for the account of the bidders. The Bidders shall supply and maintain a list of personnel involved on the project indicating their clearance status.

### **3.6 Occupational Injuries and Diseases Act 13 of 1993**

3.6.1 The Bidder warrants that all its employees (including the employees of any sub-contractor that may be appointed) are covered in terms of the Compensation for Occupational Injuries and Diseases Act 13 of 1993 ("COIDA") and that the cover shall remain in force for the duration of the adjudication of this bid and/ or subsequent agreement. CPSA reserves the right to request the Bidder to submit documentary proof of the Bidder's registration and "good standing" with the Compensation Fund, or similar proof acceptable to CPSA.

### **3.7 Instructions for submitting a proposal.**

3.7.1 One (1) original hard copy of the Bid shall be submitted on the date of closure of the Bid.

3.7.1.1 The original copy must be signed in black ink by an authorised employee, agent or representative of the bidder and each and every page of the proposal shall contain the initials of same signatories.

3.7.2 Bidders shall submit proposal responses in accordance with the prescribed manner of submissions as specified above.

3.7.3 Bid must be submitted in a prescribed response format herewith reflected as **Response Format**, and be sealed in an envelope. The envelope must be marked clearly (on the outside) with the Bid Number and be addressed to **The Head SCM**.

3.7.4 Bid must be submitted on or before **31 May 2023 not later than 11h00**. The bids must be dropped in the tender box at the **SCAW Metals Office Park; Union Junction; Cast Products SA; Ground floor; Black Reef Street; Dinwiddie; Germiston, Johannesburg**.

CPSA receives a lot of correspondence on a daily basis. Bidders are therefore urged to ensure that they clearly mark their bids with the Bid Number; register their bids and sign the register that will be provided at the reception. Failure to sign the register will lead to the bid being disqualified. Failure to submitted sealed bids could result to disqualification of bids. The onus is on the bidder to ensure that their bids get registered in the bids received register. Bidders must advise their courier companies of this instruction.

3.7.5 All Bids in this regard shall only be accepted if they have been registered on the bids received register before or on the closing date and stipulated time.

3.7.6 Bids received after the time stipulated shall not be considered.

3.7.7 Bid responses sent by courier must reach this office at least **36 hours** before the closing date to be registered on the bids received register. Failure to comply with this requirement shall result in your proposal being treated as a "late proposal" and shall not be entertained. Such proposal shall be returned to the respective Bidders.

3.7.8 **No proposal shall be accepted by CPSA if submitted in any manner other than as prescribed above.**

#### **4 Reasons for disqualification**

4.1 CPSA reserves the right to disqualify any bidder which does any one or more of the following, and such disqualification may take place without prior notice to the offending bidder, however the bidder shall be notified in writing of such disqualification:

4.1.2 Bidders who do not submit a valid and original Tax Clearance pin Certificate on the closing date and time of the bid.

4.1.3 Bidders who submitted incomplete information and documentation according to the requirements of this RFB.

4.1.4 Bidders who submitted information that is **fraudulent, factually untrue, or inaccurate, for example memberships that do not exist, BEE credentials, experience, etc.**

4.1.5 Bidders who received information not available to other bidders through fraudulent means.

4.1.6 Bidders who do not comply with *mandatory requirements* as stipulated in this RFB.

4.1.7 Bidders who made false declarations on the Standard Bidding Documents, or misrepresent facts; and/or

4.1.8 Bidders who are listed on the National Treasury's database of restricted suppliers.

#### **5 Closing of Bid**

5.1 There shall be **no public opening** of the Bid received. There shall be no discussions with any enterprise until evaluation of the proposal has been complete. Any subsequent discussions shall be at the discretion of CPSA. Unless specifically provided for in the proposal document, bids submitted by means of telegram, telex, facsimile, or similar means shall not be considered.

5.2 No Bids from any bidder with offices within the RSA shall be accepted if sent via the Internet or e-mail. However, Bids from international bidders with no office or representation in the RSA shall be accepted if received via the Internet or e-mail before the closing date and time.

5.2.1 Such Bids shall not be made available for evaluation until the original signed documentation is received within three (3) working days after the closing date, otherwise the proposal shall be disqualified. International bidders must submit proof that they do not have any offices or representation in South Africa.

## 6 Bid preparation

6.1 All additions to the proposal documents i.e., annexes, supporting documentation pamphlets, photographs, technical specifications, and other support documentation covering the solution offered etc. shall be neatly bound as part of the schedule concerned.

6.2 All responses regarding questions posed in the annexes attached herewith shall be answered in accordance with the prescribed **RFB Response Format**.

## 7 Oral presentations and briefing sessions

7.1 Bidders who submit Bids in response to this RFB may be required to give an oral presentation, which may include, but is not limited to, an equipment/service demonstration of their proposal to CPSA. This provides an opportunity for the vendor to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. CPSA shall schedule the time and location of these presentations. Oral presentations are an option of CPSA and may or may not be conducted.

## 8 Evaluation Criteria for BEE

8.1 Points awarded for B-BBEE Status Level of Contribution

8.2 The value of this bid is estimated not to exceed R 1 000 000 (all applicable taxes included) and therefore the 80/20 system shall be applicable.

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

8.4 Preference points for this bid shall be awarded for:

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

<b>B-BBEE Status Level of Contributor</b>	<b>Number of points (80/20 system)</b>
1	20
2	18
3	14

4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

- 8.5 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA’s approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 8.6 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 8.7 A trust, consortium, or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 8.8 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 8.9 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 8.10 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 8.11 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

## **9 Evaluation criteria and methodology**

### **9.1 Functional evaluation criteria**

“Functionality” means the measurement according to predetermined norms of a service or commodity designed to be practical and useful, working or operating, considering quality,

reliability, viability and durability of a service or commodity.

The need to invite and evaluate bids based on functionality depends on the nature of the required commodity or service.

When inviting bids, CPSA indicates: -

- (i) Whether the bids will be evaluated on functionality.
- (ii) The evaluation criteria for measuring functionality.
- (iii) The weight of each criterion; and
- (iv) The applicable values as well as the minimum threshold for functionality

**FUNCTIONAL / TECHNICAL EVALUATION CRITERIA**

This will bid will not be evaluated on Functionality only Price and Preference evaluation will apply.

9.2 **Price and preference evaluation criteria**

Subsequent to the eligibility screening phase, the second phase of evaluation of the Bids shall be based on the **80/20** PPPFA principle and the points for evaluation criteria are as follows:

Price points	80
Preferential points/BEE	10
<b>Total</b>	<b>100 points</b>

All Bid received shall be evaluated by a panel using the preference points system as stipulated in the Preferential Procurement Regulations.

SBD 1

# 1. BIDDING CONDITIONS

2.1 Bidders shall provide full and accurate answers to all (including mandatory) questions posed in this document, and, are required to explicitly state either "Comply" or "Not Comply" or "Partial" (with a ✓) regarding compliance with the requirements. Where necessary, the bidder shall substantiate their response to a specific question.

2.2 A "✓" under "Comply" will be interpreted as full compliance/acceptance to the applicable paragraph. A "✓" under "Comply" will be interpreted that the Bidder/s has/have read and understood the paragraph, but the bidder does **not accept** the content of the applicable paragraph. A "✓" under "Partial" will be interpreted and evaluated objectively against explanations and supporting documentation accordingly.

**NOTE:If PARTIAL is indicated as the level of compliance and NO supporting documentation is provided that clearly clarifies the Bidder/s position, the paragraph will be evaluated as "non-Comply". It is mandatory for the bidders to comply with the following bid conditions.**

2.3 The following bid conditions will govern the contract between the CPSA and the successful bidder:

Requirement	ACCEPT	NOT ACCEPT
2.3.1 Bidders are invited to offer the Services in accordance with the attached Specifications and the conditions within this document.		
2.3.2 The successful Bidder/s will be contracted to procure the Services for a period to be agreed after which CPSA reserves the right to review and extend the contract for further period/s at the CPSA's discretion.		
2.3.3 The fees will be negotiated.		
<b>Interpretation of requirements</b>	<b>ACCEPT</b>	<b>NOT ACCEPT</b>
2.3.4 The Bidder/s shall accept CPSA's interpretation of any specific requirement in the Bid documents or Specifications should there be a difference of interpretation between the Bidder/s and CPSA.		
2.3.5 Should any dispute arise as a result of this of this Bid and/or the subsequent contract, which cannot be settled to the mutual satisfaction of the Bidder/s and CPSA's, it shall be dealt with in terms of paragraph 3.0 of this document.		
2.3.6 Should there be any discrepancies between the Bid conditions and any other documentation that forms part of this RFB, the Bid conditions shall take preference.		

Documentation	ACCEPT	NOT ACCEPT
2.3.7 Fully comprehensive service documentation shall be supplied in English by each Bidder, which shall explicitly and detail, describe the service/s offered. This documentation shall include sufficient detail to clearly give the reader a precise and unambiguous description of the		



service/s offered. Incomplete or incomprehensive service documentation will result in rejection of the offer.		
2.3.8 Bidder's name and address should clearly appear on the outside of tender documents and on envelope.		

<b>Selection</b>	<b>ACCEPT</b>	<b>NOT ACCEPT</b>
2.3.9 CPSA reserves the right to evaluate and consider any Bids that do not comply strictly to this RFB.		
2.3.10 Acceptance of any Bids will only indicate, without any obligations on the part of either CPSA and/or a Bidder, the willingness of such parties to enter into negotiations, which may or may not result in a contract/order as the case may be.		
2.3.11 CPSA reserves the right to make a selection solely on the information received in the Bids or to negotiate further with one or more Bidder/s.		
2.3.12 The Bidder/s selected for further negotiations, if any, will be chosen on the basis of the greatest benefit to CPSA and not necessarily on the basis of lowest price or any other criteria.		
2.3.13 Should CPSA consider it necessary, the Bidder/s shall agree to an inspection of the resources and works of the Bidder, if so required.		
2.3.14 Should CPSA consider it necessary, CPSA will visit the Bidder/s customer sites.		
2.3.15 CPSA reserves the right:		
2.3.15.1 to cancel this RFB at any time;		
2.3.15.2 not to accept any Bids;		
2.3.15.3 to accept one or more Bids for further negotiation and;		
2.3.15.4 To contact any Bidder during the evaluation period, to clarify information only, without informing any other Bidder.		

<b>Copyright</b>	<b>ACCEPT</b>	<b>NOT ACCEPT</b>
2.3.16 The specifications are the intellectual property of CPSA.		
2.3.17 The contents of any specifications are the property of CPSA and are confidential. It shall not in any manner be reproduced, destroyed, lent or given away without the permission.		

<b>Precedence</b>	<b>ACCEPT</b>	<b>NOT ACCEPT</b>
2.3.18 All details, dimensions and instructions shown on any drawings, diagrams and specifications quoted, shall form part of this bid document.		
2.3.19		

<p>If there is any contradictory requirements between the specifications, the drawings referred to and other specifications that have been quoted, the order of precedence, from highest to lowest is:</p> <ul style="list-style-type: none"> <li>• Statutory and mandatory requirements,</li> <li>• This bid document,</li> <li>• Contract Conditions.</li> </ul>		
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<b>Alternative suppliers</b>	<b>ACCEPT</b>	<b>NOT ACCEPT</b>
<p>2.3.20 The Bidder accepts that the CPSA will have the right to contract with any other Service Provider for provision of services not covered by this specification.</p>		
<p>2.3.21 Bidder must also submit: A written statement to the specification of CPSA by the bidder, that none of his personnel have any involvement or interest in the bidder's business.</p>		

<b>Submission of Bid</b>	<b>ACCEPT</b>	<b>NOT ACCEPT</b>
<p>2.3.22 CPSA will also reject an offer if the Bidder/s fail to complete the compliance Certificate/s in the format as described in paragraphs 2.1.1 and 2.1.2.</p>		

<b>Service approval</b>	<b>ACCEPT</b>	<b>NOT ACCEPT</b>
<p>2.3.23 The Procuring of the Services shall not take place until CPSA has given final approval of all procedures.</p>		

<b>Additional Criteria</b>	<b>ACCEPT</b>	<b>NOT ACCEPT</b>
<p>2.3.24 CPSA will evaluate the bids against the following criteria:</p> <ul style="list-style-type: none"> <li>• Compliance to the Specifications/ Functionality</li> <li>• Price</li> <li>• Economic Empowerment</li> <li>• Compliance to Bid Condition</li> </ul>		

<b>Black Economic Empowerment</b>	<b>ACCEPT</b>	<b>NOT ACCEPT</b>
<p>2.3.25 CPSA has established a programme of economic empowerment in our procurement strategies. In this regard, companies are required to indicate their involvement, current and planned, with black businesses and professionals. This will for an important part of the evaluation criteria to be used. CPSA reserves the right to request all relevant information, agreements and other documents to verify information supplied in response hereto.</p>		

<b>Addenda</b>	<b>ACCEPT</b>	<b>NOT ACCEPT</b>
<p>2.3.26 In the event that modifications, clarifications or additions to the RFB become necessary, all Bidders will be notified, in writing, addenda to this RFB.</p>		

<b>Preparation Costs</b>	<b>ACCEPT</b>	<b>NOT ACCEPT</b>
<p>2.3.27 All costs incurred in the preparation, presentation and demonstration of the response shall be for the account of</p>		

the bidder. All supporting documentation and manuals submitted with RFB will become CPSA property unless otherwise stated by the Bidder/s at the time of submission.		
<b>Confidential Material</b>	<b>ACCEPT</b>	<b>NOT ACCEPT</b>
2.3.28 Any material submitted by the Bidder/s, which is considered to be confidential in nature, must be clearly marked as such.		
<b>Payment Terms – Local Creditors</b>	<b>ACCEPT</b>	<b>NOT ACCEPT</b>
2.3.29 Payments of invoices will be affected on by last day of the calendar month following the calendar month of receipt of a correct and original invoice. Invoices/statements should be submitted <u>after</u> CPSA has acknowledged receipt of the services procured or goods supplied. A correct and original monthly statement reflected the above invoices must be submitted to CPSA by the 5 <sup>th</sup> of each month.		

**Please note that the following clauses of CPSA conditions and Procedures governing the Procurement of Services.**

## **2.4 Contract Termination**

2.4.1 A contract/s with a successful Bidder/s may be terminated by the CPSA on the grounds of valid commercial or operational requirements that were not foreseen at the time of the Request for Bid being submitted and the contract being entered into. The CPSA, if it wishes to terminate the contract, shall be required to give 30 (thirty) days written notice of its intention to terminate the contract. Such notice must be preceded by bona fide discussion between the CPSA and the successful Bidder. In this instance the CPSA shall only remain liable for all amounts due to the successful Bidder with respect to the period ending on the date of the cancellation and shall not be held liable for any damages or losses on the basis of such a termination of the contract.

## **2.5 DISPUTE RESOLUTION**

2.5.1 All disputes arising out of this RFB or relating to the legal validity of this RFB or any part thereof shall be resolved under this paragraph. The parties must refer any dispute to be resolved by:

- Negotiation, in terms of paragraph 2.5.3; failing which.
- Mediation, in terms of paragraph 2.5.4; failing which.
- Arbitration, in terms of paragraph 2.5.6.

2.5.2 Paragraph Clause 2.5.1 shall not preclude any party from access to an appropriate court of law for interim relief in respect of urgent matters by way of an interdict, or mandamus pending finalisation of the dispute resolution process contemplated in paragraph 2.5.1, for which purpose the parties irrevocably submit to the jurisdiction of a division of the High Court of the Republic of South Africa.

2.5.3 Within ten (10) days of notification, the parties must seek an amicable resolution to the dispute by referring the dispute to designated and authorized representatives of each of the parties to negotiate and resolve the dispute. If an amicable resolution to the dispute is found the authorized representatives of the parties must sign, within the ten (10) day period, an agreement confirming that the dispute has been resolved.

2.5.4 If negotiation in terms of paragraph 2.5.3 fails, the parties must, within fifteen (15) days of the negotiations failing, refer the dispute for resolution by mediation under the rules of the

Arbitration Foundation of Southern Africa (or its successor or body nominated in writing by it in its stead).

- 2.5.5 The periods for negotiation (specified in paragraph 2.5.3) or for referral of the dispute for mediation (specified in paragraph 2.5.4), may be shortened or lengthened by written agreement between the parties.
- 2.5.6 In the event of the mediation contemplated in paragraph 2.5.4 failing the parties shall refer the dispute, within fifteen (15) days of the mediation failing, for resolution by expedited arbitration under the current rules of the Arbitration Foundation of Southern Africa (or its successor or body nominated in writing by it in its stead).
- 2.5.7 A single arbitrator shall be appointed by agreement between the parties within ten (10) days of the dispute being referred for arbitration, failing which the arbitrator shall be appointed by the Secretariat of the Arbitration Foundation of Southern Africa (or its successor or body nominated in writing by it in its stead).
- 2.5.8 At all times, every reasonable effort shall be made to ensure that such arbitrator has the necessary technical skills to enable him to adjudicate the dispute in a satisfactory manner.
- 2.5.9 The arbitration shall be held at Sandton, South Africa, in English.
- 2.5.10 The South African law shall apply.
- 2.5.11 The parties shall be entitled to legal representation.
- 2.5.12 The award of the arbitrator shall be final and binding on the parties, who hereby agree to give effect to the award. Either party shall be entitled to have the arbitrator's award made an order of court at the cost of the party requesting same.
- 2.5.13 This paragraph shall constitute the irrevocable consent of the parties to the dispute resolution proceeding in terms hereof and neither of the parties shall be entitled to withdraw there from or to claim at any arbitration proceedings that they are not bound by the arbitration provisions of this RFB.
- 2.5.13 Both parties shall comply with all the provisions of the RFB and with all due diligence during the determination of such dispute should the latter arise during the course of the RFB.

## **2.6 PAYMENT TERMS - LOCAL CREDITORS**

- 2.6.1 Original, detailed, correct, and complete tax invoices, monthly statements (where applicable), VAT registration numbers (where applicable), verification of bank details (in the format required) and any other relevant supporting documents must be submitted to the Fund after it has acknowledged receipt in writing of the services procured or goods received, to its satisfaction.
- 2.6.2 Tax invoices and all necessary supporting documents contemplated in 9.1 above must be submitted to the Fund by the 1<sup>st</sup> (first) business day of a calendar month in order for payment to be affected by the end of the same calendar month. Otherwise, payment shall be affected by the end of the following calendar month. Payments shall furthermore only be made on condition that the required documentation submitted are the originals, correct and complete.
- 2.6.3 No penalty interest shall be permitted to be charged in the event of the requirements referred to in 9.1 and 9.2 above not being complied with.
- 2.6.4 Payment shall be affected by electronic bank transfer, or any other method of payment decided to be used by the Fund from time to time and at the Fund's sole discretion.

2.6.5 Payment shall furthermore be subject to the Fund's standard Special Terms and Conditions of Contract, which if applicable shall prevail over this clause in all instances; and a copy whereof shall be furnished upon request.

## **2.7 TERMINATION**

2.7.1 The following clause will be applicable to all contracts entered into/orders placed by CPSA:

If, at any time during the currency of this Bid and subsequent contract/order, CPSA in its reasonable discretion determines that the other party has, in respect of this bid, contract/order or any other contract/order or agreement to which they were or are parties to:

- Acted dishonestly and/or in bad faith, and/or
- Has made any intentional or negligent misrepresentation to CPSA whether in any negotiations preceding the conclusion of, or in the execution of this RFB or any other agreement between the parties,

Then CPSA shall be entitled by written notice to the other party forthwith to cancel this contract/order. Upon such cancellation, CPSA shall be entitled, in addition to all other remedies available to it, to recover from the other party all damages it has suffered by virtue of such conduct by the other party. Should, at the time of such cancellation, CPSA be indebted to the other party for any amounts whatsoever, CPSA shall be entitled to withhold payment in respect thereof for a period of 90 (ninety) days from the date of cancellation in order to investigate the party's conduct and any damages suffered by CPSA. NO payment by CPSA to the other party after the lapse of such period shall preclude CPSA thereafter, from recovering from the other party any such damages as it may have suffered.

## **2.8 SPECIFIC INFORMATION REQUIRED**

For ease of reference and evaluating purposes, please furnish replies under the same headings and refer individually to all specific paragraph numbers. Please be clear in your response and use definite answers.

## **2.9 COPIES REQUIRED**

It is a condition that the Bidder/s shall furnish an offer comprising of one original for the supply of products and services enumerated in this Request for Bid Document. The Bidder/s shall ensure that all the relevant information and documentation is submitted with the original as well as the copies. CPSA shall not be liable should it become evident that a Bidder/s offer/s is/are not accepted and the reason for such non-acceptance is as a result of the Bidder/s failure to include the information in all copies.

## **2.10 DUE DILIGENCE**

Bidder/s must supply Financial Information as requested in par 2.11.10 and Annexure C.

## **2.11 GENERAL VENDOR INFORMATION**

The following general information is required from the prospective vendor:

### **2.11.1 NAME OF COMPANY/TRADING AS:**

- Postal Address
- Street Address

- Telephone and facsimile numbers

2.11.2           **COMPANY HEAD OFFICE:**

- Postal Address
- Street Address
- Telephone and facsimile numbers

2.11.3           Contact person

2.11.4           List of Directors/Partners/affiliated companies with proof of shareholding with this companies/trust - Compulsory

2.11.5           List of shareholders (**Certified** original copies of individual share certificates/**certified** original copies of CIPC registration document indicating members with percentage interest).

2.11.6           Date of registration – [if applicable]

2.11.7           Company registration number. – [if applicable]

**2.11.8           Draw or attach the organizational structure of your company:**

- Ownership structure, i.e. the % shareholding by major investors and controlling interest in affiliated companies.
- Basic functional structure, i.e. the administrative section of your company with which CPSA will be dealing on a day-to-day basis.

2.11.9           **Valid Tax Clearance Pin Certificate. - Compulsory**

2.11.10          **Audited** Financial Statements with auditor’s report of the company for the past three years. / Financial Statements of a CC for the past three years prepared by an independent accountant with proof.

**2.12           INFRASTRUCTURE**

- Would you describe your business as international, national, or regional?
- List all branches and offices of your company countrywide (Republic of South Africa) together with telephone numbers.

**2.13           ACTIVITY AND SERVICE PROFILE**

2.13.1           Detailed description of main field of expertise/area of operation of company.

2.13.2           Range of services offered.

2.13.3           Reference list of some contracts completed during the last 3 to 5 years, including value, duration, location and contact persons

2.13.4           List of current contracts and value thereof. Submit a list of current contracts, contact person and contract numbers.

Has any contract with your company ever been cancelled by a client? If YES, provide details.

**2.14           TRAINING CAPABILITIES**

2.14.1           Does your company have any in-house training capabilities? (Infrastructure)

- 2.14.2 If YES, provide an overview of:
- Activities included in this process (in-house training).
  - Method used for evaluating the effectiveness of the in-house training capabilities to ensure the required level of service is maintained.
- 2.14.3 What training is done by the company?
- 2.14.4 What type of training is done for you by other companies and who are these companies? (Provide details please)
- 2.14.5 What type of continuing/supplementary training is done by the company? Give details of subjects, schedules, etc.
- 2.14.6 Do you have staff in your training department employed on a contract basis? If YES, give details.

## **2.15 MANAGEMENT AND SERVICING**

- 2.15.1 Please supply a full description of how the company is organized together with an organization organogram.
- 2.15.2 Please indicate a breakdown of staff compliment into management/ supervisors/ administration/ guards/ other services (specify).
- 2.15.3 Please provide details of qualifications and selection process with regards to management/supervisory expertise in the company.
- 2.15.3.1 Are all these personnel employed on a full-time basis? If not, provide details.

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# THE FOLLOWING ANNEXES MUST BE FURNISHED

**(FAILURE TO DO SO SHALL RESULT IN YOUR BID BEING DISQUALIFIED)**

- Annexure A:** Scope of Work
- Annexure B:** **SBD3.1:** Pricing Schedule – Firm Prices
- Annexure C:** Valid SARS Tax Clearance Certificate **OR SBD2:** Tax Clearance Certificate Requirement (Valid Tax Clearance Certificate above is not submitted)
- Annexure D:** **SBD4:** Declaration of Interest
- Annexure E:** **SBD6.1:** Preference Claim Forms in terms of Preferential Procurement Regulations
- Annexure F:** **SBD7.1:** Contract Form- Purchase of Goods/Works
- Annexure G:** Certified copies (Copy with original stamp) of your CIPC company Registration documents listing all members with percentages, in case of a CC
- Annexure H:** Certified copies (Copy with original stamp) of all latest share certificates, in case of a company
- Annexure I:** Record of Addenda issued to bidders before the bid closing date
- Annexure J:** General Condition of Contract
- Annexure K:** List of traceable references of past and present clients, (Company name, department, branch, contact person with office telephone number).



### **SPECIAL INSTRUCTIONS TO VENDORS**

- Should a vendor have reasons to believe that the Technical Specification is not open and/or is written for a particular brand or product; the vendor shall notify Procurement Services within ten (10) days after publication of the bid.
- Bidders shall provide full and accurate answers to the mandatory questions posed in this document, and, where required explicitly state either “Comply/Not Comply” regarding compliance with the requirements. Bidders must substantiate their response to all questions, including full details on how their proposal/solution will address specific functional requirements. All documents as indicated must be supplied as part of the submission.

### **1. BACKGROUND TO THE PROJECT**

Cast Products South Africa is an industry leader with exceptional expertise in creating quality cast products used in the mining, railway, power and general engineering industries. Cast Products South Africa originates from the Scaw Metals Group and has now been corporatized. Using our metallurgical and foundry expertise, we have the people, strategy, agility and technology to handle projects based on the production requirements. We are flexible, versatile, and sensitive to offer efficient response to designs and manufacturing of a wide variety of products, including large girth gear segments, large high chrome white iron coal pulverising wear parts, mill liners, slag pots, locomotive frames, railway bogie components and cast mono-bloc railway wheels.

As a result, we require various raw material to manufacture the above-mentioned components, this requirement is for Bentonite High Performance which is broken down in various categories, the supply and delivery of Bentonite materials will be for all the Cast Products plants which covers UJ and Boksburg. Bidders have an option to bid for one or more materials which they would be able to supply and deliver in accordance with the requirements of Cast products SA.

### **2. REQUIREMENT**

We require various raw material to manufacture the above-mentioned components, this requirement is for Bentonite Bags of Materials which is broken down in various categories, the supply and delivery of Bentonite Bags of Materials will be for all the Cast Products plants which covers UJ and Boksburg. Bidders must ensure they understand the requirement and the materials which they will be able to supply and deliver in accordance with the requirements of Cast products SA.

## 2.1 SCOPE OF WORK

Service provider to supply and deliver: Bentonite 40kg bags.		
<b>SPECIFICATIONS:</b>		
	<b>UJ/Eclipse</b>	<b>Boksburg</b>
<b>BENTONITE 40KG BAGS</b>	TBC	TBC
<b>BENTONITE HIGH PERFORMANCE</b>  Specification:  BENTONITE: TYPE: OCEAN MD; COMPOSITION AND PERCENTAGE: MONTMORILLONITE MIN 85%, QUARTZ, MICA, KOALINITE MAX 15%; PHYSICAL FORM: POWDER; CAS:1302-78-9; SPECIAL FEATURES: ACTIVATED CALCIUM BENTONITE, HIGH-PERFORMANCE BINDER; CONTAINER TYPE: BAG; CONTAINER CAPACITY: 40KG  <b>ANALYSIS CERTIFICATES REQUIRED.</b>		
<b>EXPECTED OUTPUTS AND OUTCOMES:</b>		
<ul style="list-style-type: none"> <li>To supply and meet our monthly needs, the service provider should be able to keep supplies on hand.</li> <li>Always maintain 10 bags or more of safety stock on hand.</li> <li>Be accessible 24/7 in case we require more material for the night shift.</li> </ul>		
<b>TIME FRAME:</b>		
As an when required for a period of twelve (12) months with an option to renew for further 24 months.		

## SUBMISSION OF BIDS

Bidders are required to submit **One (01)** original bid document.

CPSA may request clarification or further information regarding any aspect of the bid. The bidder must supply the requested information within 12 hours or unless otherwise indicated after the request has been made; otherwise, the bidder may be disqualified.

## 3. EVALUATION PHASES

**The received bid proposals will be evaluated in different phases in order to arrive to the final phase of bid award, and the phases will be as follows:**

### 3.1 PHASE ONE (01): MANDATORY / MINIMUM REQUIREMENTS SCREENING

*In this phase All bids received will be verified for **compliance** and **completeness** of the submitted proposal per the below set of mandatory requirements. Bidders who fails to comply with the below requirements WILL be eliminated and bidders who comply with the below progresses to the next phase of technical evaluation.*

- Bid forms must be properly received on the bid closing date and time specified on the invitation, fully completed, dated and signed in ink.

- Bid forms must be properly fully completed, dated, signed in ink and initial every page of the bid.
- Submission of the bid document must be binded and is without tearing any pages off.
- Invitation to Bid (SBD 1) must be fully completed,
- Submission of a Valid Tax Clearance Certificate (SBD 2) – Bidders whom their Tax matters are not in order and no proper arrangements have been made with SARS to meet their tax obligations will not be considered for this bid. *7 days from the bid closing date is afforded to any bidder who already made necessary arrangements with SARS (**attached proof as obtained from SARS Branch**) of when the necessary arrangements have been made to meet your Tax obligation and be issued with Tax certificate. Failure to submit a valid and original Tax Clearance within 7 days after the bid closing date, your submitted bid proposal will be considered non-responsive and shall be invalidated or disqualified and not considered for further evaluation.*
- Submission of fully completed Pricing Schedule (Purchases – Goods - SBD 3.1). In case of purchases of goods other than services, bidders should complete and sign SBD 3.1 of the Firm price only. In case of professional services, bidders should complete and Submission of fully completed SBD 4 (Declaration of Interest),
- Submission of fully completed SBD 6.1 (Preference Claim Certificate), accompanied by the original or certified B-BBEE Status Level Verification Certificate as issued by SANAS accredited service providers, Accredited Registers Auditors – IRBA and Procurement Regulation 2011 compliant letter issued by the Accounting Officer. Any copies submitted in this case should be certified.
- Submission of fully completed Contract Form (Purchases – Goods/Works - SBD 7.1), In case of purchases of goods other than services, bidders should complete and sign SBD 7.1 of the Firm price only.
- Business Registration Certificate e.g. CK 1, certificate of incorporation
- Familiarise yourself and Initial every page of the General Condition of Contract

**NB: Any bidders who did not sign and submit any of the requested documents may be disqualified.**

**PHASE TWO (2): EVALUATION OF BID RESPONSES USING MANDATORY REQUIREMENT AND THE FUNCTIONAL REQUIREMENTS:**

**MANDATORY REQUIREMENT:**

Requirement	Comply	Do not Comply
Test Certificate for the materials to be Supplied		
<b>Substantiate:</b>		
The Bidder will adhere to the 30 days payment Terms		
<b>Substantiate:</b>		

24hours turnaround time from PO issued date, unless stated otherwise.		
<b>Substantiate:</b>		

**TECHNICAL FUNCTIONAL CRITERIA:**

Note: Functionality scoring will be on a sliding scale as per the below table:

SCORE	DESCRIPTION
1 - Poor	Unacceptable, does not meet set criteria
2 - Average	Compliance to the requirements
3 - Good	Satisfactory should be adequate for stated elements
4 - Very Good	Above average compliance to the requirement
5 - Excellent	Meets and exceeds the functionality requirements

**TECHNICAL CRITERIA**

CRITERIA	WEIGHTING
<p><b>Knowledge and Experience:</b></p> <p>Experience of the firm/company in Supply and Delivery of Bentonite High Performance Materials in a Manufacturing/Foundry environment.</p> <p><b>(The bidder must submit the company profile detailing relevant experience of the firm in Supply &amp; Delivery of Bentonite High Performance Material, also include the organisational structure of the firm).</b></p>	30%
<p><b>Contingency Plan to ensure Delivery of Material:</b></p> <p>The bidder must include a plan of action in case of unforeseen disruption to ensure delivery still happen despite the circumstances and such disruption will never affect the operations and production of Cast Products SA.</p> <p><b>( The bidder must attach a Contingency Plan).</b></p>	20%
<p><b>Capacity to Deliver:</b></p> <p>The bidder must demonstrate the capacity to Deliver the required materials on time and in the composition the material should be, bidder to demonstrate capacity in form for materials availability and transportation availability to be able to respond to our tight timelines.</p> <p><b>(Bidder to Include Materials Planning Schedule for Bentonite material as well as pictures and list available transportation to deliver the materials).</b></p>	30%
<p><b>Reference:</b></p> <p>Bidders are required to provide 3 or more contactable and relevant reference letters in their client’s letterhead clearly</p>	20%

indicating the type of service rendered, the duration of the contract and contract value. This information will be verified, prior to score allocation.  ( <b>Attach Contactable Reference Letters</b> )	
<b>TOTAL WEIGHTING</b>	<b>100 POINTS</b>

**TECHNICAL THRESHOLD:**

**NB:**Service providers are expected to meet a minimum of 80% on the above threshold of the above technical requirements.

**PHASE THREE (3):**

**4. EVALUATION CRITERIA AND WEIGHTING:**

The RFB stipulated that the responses to be evaluated using the 80/20 preference points system in accordance with the PPPFA guidelines. Based on this system the points will be allocated as follows:

<b>Criteria</b>	<b>Points</b>
Price	80
Participation Goals/BEE	20
<b>Total</b>	<b>100</b>

**EVALUATION FORMULA**

The following formula will be applied to calculate the scores:

**Price Formula**

The following PPPFA formula was used to evaluate the price proposals submitted by bidders, this formula was used because price was the only criterion that was scored i.e. the whole 90 points were allocated to price as per par. 10.1 of this submission.

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

Ps = Points scored for price of the bid under consideration.

Pt = Rand value of bid under consideration.

Pmin = Rand value of lowest acceptable bid

**5. FINAL AWARD**

Bidder who obtains highest total points on PRICE and B-BBEE claimed points shall be awarded the contract. CPSA reserves the right to appoint one or more service providers for this project.

# Annex B: Pricing Schedule – Non-Firm Prices

## SBD3.2 Pricing Schedule – Non-Firm Prices

SBD 3.2

### PRICING SCHEDULE – NON-FIRM PRICES (PURCHASES)

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bidder.....	Bid number.....
Closing Time 11:00 .....	Closing date.....

OFFER TO BE VALID FOR.....DAYS FROM THE CLOSING DATE OF BID.

-----  
-----

ITEM NO.**	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY
** (ALL APPLICABLE TAXES INCLUDED)			

-----

Required by:.....

-At:.....

- Brand and model.....

Country of origin.....

-Does the offer comply with the specification(s)?\*YES/NO

- If not to specification, indicate deviation(s).....

Period required for delivery.....

-Delivery: \*Firm/not firm

\*\* "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

\*Delete if not applicable

**PRICE ADJUSTMENTS**

**NON-FIRM PRICES SUBJECT TO ESCALATION**

IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES

2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left( D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

- Pa = The new escalated price to be calculated.
- (1-V)Pt = 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**
- D1, D2.. = Each factor of the bid price e.g. labour, transport, clothing, footwear, etc. The total of the various factors D1, D2...etc. must add up to 100%.
- R1t, R2t..... = Index figure obtained from new index (depends on the number of factors used).
- R1o, R2o = Index figure at time of bidding.
- VPt = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

The following index/indices must be used to calculate your bid price:

Index..... Dated.....      Index..... Dated.....Index..... Dated.....

Index..... Dated.....      Index..... Dated.....Index..... Dated.....

FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	PERCENTAGE OF BID PRICE

**PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS**

Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD

				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

**COSTING MODEL:**

**Pricing Schedule:**

**UJ/Eclipse Combined:**

#	Materials Description	Price Per bag
1	BENTONITE: TYPE: OCEAN MD; COMPOSITION AND PERCENTAGE: MONTMORILLONITE  MIN 85%, QUARTZ, MICA, KOALINITE MAX 15%; PHYSICAL FORM: POWDER; CAS:1302-78-9; SPECIAL FEATURES: ACTIVATED CALCIUM BENTONITE, HIGH-PERFORMANCE BINDER; CONTAINER TYPE: BAG; CONTAINER CAPACITY: 40KG	
VAT		

**Boksburg Foundry:**

#	Materials Description	Price Per bag
1	BENTONITE: TYPE: OCEAN MD; COMPOSITION AND PERCENTAGE: MONTMORILLONITE  MIN 85%, QUARTZ, MICA, KOALINITE MAX 15%; PHYSICAL FORM: POWDER; CAS:1302-78-9; SPECIAL FEATURES: ACTIVATED CALCIUM BENTONITE, HIGH-PERFORMANCE BINDER; CONTAINER TYPE: BAG; CONTAINER CAPACITY: 40KG	
VAT		



**Note: Please note that the CPSA reserves the right to accept in full or part of the materials proposed depending on business needs and budget availability.**

**Price Declaration Form**

Dear Sir,

Having read through and examined the Tender Document, Tender no. **RFB0304-23/24**, the General Conditions, The Requirement and all other Annexes to the Tender Document, we offer to **supply and Deliver Bentonite Raw material to Cast Products South Africa for a period of twelve (12) months with an option to renew for further 24 months**.as the RFB, for the total tendered contract sum of:

R \_\_\_\_\_ **(NOT APPLICABLE)** \_\_\_\_\_  
(including VAT)

In Words: R \_\_\_\_\_ **(NOT APPLICABLE)** \_\_\_\_\_ (including VAT)

We confirm that this price covers all activities associated with the rendering of **Bentonite Raw Material/s**.

We undertake to hold this offer open for acceptance for a period of **90 days** from the date of submission of offers. We further undertake that upon final acceptance of our offer, we will commence with delivery when required to do so by the Client.

Moreover, we agree that until formal Contract Documents have been prepared and executed, this Form of Tender, together with a written acceptance from the Client shall constitute a binding agreement between us, governed by the terms and conditions set out in this Request for Proposals.

We understand that you are not bound to accept the lowest or any offer and that we must bear all costs which we have incurred in connection with preparing and submitting this tender.

We hereby undertake for the period during which this tender remains open for acceptance not to divulge to any persons, other than the persons to which the tender is submitted, any information relating to the submission of this tender or the details therein except where such is necessary for the submission of this tender.

**SIGNED** \_\_\_\_\_ **DATE** \_\_\_\_\_

**(Print name of signatory)** \_\_\_\_\_  
**Designation** \_\_\_\_\_

**FOR AND ON BEHALF OF: COMPANY NAME** \_\_\_\_\_  
**Tel No** \_\_\_\_\_  
**Fax No** \_\_\_\_\_  
**Cell No** \_\_\_\_\_

**Annex C: Original and Valid SARS Tax Clearance Certificate OR SBD2 Tax Clearance Certificate Requirement**

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**BIDDER’S DISCLOSURE**

**1. PURPOSE OF THE FORM**

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

**2. Bidder’s declaration**

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise,

employed by the state?**YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

<b>Full Name</b>	<b>Identity Number</b>	<b>Name of State institution</b>

<sup>1</sup> the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

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

2.2.1 If so, furnish particulars:

.....  
.....

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

2.3.1 If so, furnish particulars:

.....  
.....

**3 DECLARATION**

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect.
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements, or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

<sup>2</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.  
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3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....  
Signature Date

.....  
Position Name of bidder

# Annex E: SBD 6.1 Preference Claim Form in terms of Preferential Procurement Regulations

## SBD 6.1

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

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

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

#### 1. GENERAL CONDITIONS

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

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

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

*(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:

- (c) Price; and
- (d) Specific Goals.

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

The maximum points for this tender are allocated as follows:

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

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

$$P_s = 80 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right) \quad \text{or} \quad P_s = 90 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where

- $P_s$  = Points scored for price of tender under consideration  
 $P_t$  = Price of tender under consideration  
 $P_{min}$  = 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:

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

Where

- P<sub>s</sub> = Points scored for price of tender under consideration
- P<sub>t</sub> = Price of tender under consideration
- P<sub>max</sub> = 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)




**DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process.
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of

state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

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

<p>..... <b>SIGNATURE(S) OF TENDERER(S)</b></p> <p><b>SURNAME AND NAME:</b> .....</p> <p><b>DATE:</b>.....</p> <p><b>ADDRESS:</b>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>
---

**Annex F: SBD 7.1 Contract Form-Purchase of Goods/Works**

**CONTRACT FORM - PURCHASE OF GOODS/WORKS**

**THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.**

**PART 1 (TO BE FILLED IN BY THE BIDDER)**

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Proof of tax compliance status;
    - Pricing schedule(s);
    - Technical Specification(s);
    - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
    - Bidder’s Disclosure form;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT).....

CAPACITY .....

SIGNATURE.....

NAME OF FIRM.....

DATE.....

<b>WITNESSES</b>	
1.....	
2. ....	

**CONTRACT FORM - PURCHASE OF GOODS/WORKS**

**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I..... in my capacity as..... accept your bid under reference number .....dated.....for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

<b>4 ITEM NO.</b>	<b>PRICE (ALL APPLICABLE TAXES INCLUDED)</b>	<b>5 BRAND</b>	<b>DELIVERY PERIOD</b>	<b>TOTAL PREFERENCE POINTS CLAIMED</b>	<b>POINTS CLAIMED FOR EACH SPECIFIC GOAL</b>

4.I confirm that I am duly authorised to sign this contract.

SIGNED AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1. ....

....

2. ....

## **Annex G: Certified Copies of your CIPC Company Registration Documents**

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**Annex H: Certified Copies of the Latest Share  
Certificates, (In case of a Company)**

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## **Annex I: Record of Addenda**

I / We confirm that the following communications amending the tender documents that I / we received from the employer or his representative before the closing date for submission of this tender offer have been taken into account in this tender offer.

<b>ADDENDUM No</b>	<b>DATE RECEIVED</b>	<b>TITLE OR DETAILS</b>

SIGNATURE: ..... DATE: .....  
(of person authorized to sign on behalf of the Tenderer)

## **Annex K: General Conditions of Contract**



## **Annex K: List of Traceable References of similar services**

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## **Annex L: Copy of Agreement in case of JV or Consortium.**

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