



ATTENTION – FRAUD ALERT!!!!!!!

It is common for scammers to call potential bidders pretending to be NRF’s employees and offering to swing tenders your way for a fee. **DO NOT FALL FOR IT, IT IS A SCAM!**

The NRF/SAIAB and its employees would never offer payment or any other consideration in return for the favourable consideration of a bid. Please report any suspected acts of fraud or corruption to the following toll-free number - 0800 701 701

INVITATION TO BID

Appointment of a panel of service providers to supply and deliver 50ppm (or lower) diesel in various ports in South Africa, to fuel two 15m coastal research vessels for a period of five (5) years.

| | |
|------------------------|---|
| Bidder Name: | |
| Bid Number: | NRF/SAIAB/13/2024-25 |
| Closing Date: | Friday 16 August 2024 |
| Closing Time: | 11:00 |
| Bid Submission: | <p>Electronic submissions must be sent to bids@saiab.nrf.ac.za</p> <p>Bids must be submitted in two separate electronic folders, one with the compliance and technical response, and the second with the financial response.</p> <p>The financial response must be password protected. Folders must be titled with the bidder’s company name and folder title. Attachments are limited to 25 MB per email.</p> <p>Bidders are to send an email to bids@saiab.nrf.ac.za post submission with the password to their financial envelope.</p> |

Direct enquiries in writing to:

| | |
|-----------------------|-----------------------------|
| Section | Supply Chain Management |
| Contact person | Angela Buthelezi |
| Email address | a.buthelezi@saiab.nrf.ac.za |

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INTRODUCTION

INTRODUCTION TO THE NRF

The National Research Foundation Act as amended, Act 19 of 2018, establishes the National Research Foundation (“NRF”) as the juristic legal entity that will contract with the awarded bidder. Please visit the NRF website (<https://www.nrf.ac.za>) for more information.

BACKGROUND TO SAIAB

The South African Institute for Aquatic Biodiversity (SAIAB), based in Makhanda formerly known as Grahamstown, Eastern Cape, is a National Research Facility of the National Research Foundation, a public entity, established in terms of the National Research Foundation Act No. 23 of 1998. SAIAB is an internationally recognised centre for the study of aquatic biodiversity.

SAIAB is a biological sciences Research Institute specialising in aquatic biodiversity, with a specific academic focus on fish (Ichthyology). In addition to foundational taxonomy and systematics, the Institute specialises in providing cutting-edge research infrastructure platforms for research in marine and freshwater environments, the curation and management of biological specimens and tissue samples, molecular biology and genomics and the supervision of postgraduate students.

PART A – THE CONTRACT

OBJECTIVE OF THIS PROCUREMENT

SAIAB seeks to appoint a panel of up to 3 service providers per port for a period of five (5) years to supply and deliver 50ppm or lower automotive grade diesel to SAIABs research vessels, as and when required, in the following (but not limited to) ports:

- Mossel Bay,
- Cape St. Francis,
- Port Elizabeth,
- East London,

- Durban and
- Richards Bay

The NRF invites suppliers to bid for one or more of these locations. See detailed specifications for locations.

The research platform currently has two diesel-powered research vessels, RV Phakisa, based in Durban and RV Observer, based in the Port of Port Elizabeth, see below pictures.



Picture 1: SAIAB's RV Observer, based in the Port of Port Elizabeth – 3000 litre tank



Picture 2: SAIAB's RV Phakisa, based in Durban – 3000 litre tank

The vessels hold 3000 L at full tank capacity, split into two equal-sized tanks. Vessels have standard 35 mm intake nozzles (similar to car diesel intake opening) with breather pipes. Flow rates do not exceed the capacity for intake of the systems that, at present is ~50 L/min.

Delivery must be alongside the vessel in the port of application. The supplier provides all hoses and pumps required to transfer fuel directly into the vessels fuel tanks. The supplier has the relevant permits to deliver fuel to a vessel in port.

Suppliers who have performed poorly in previous contracts with SAIAB will not be considered.

For this panel, up to three (3) highest scoring and compliant bidders in terms of price and preference will be placed on the panel per port (Category), consisting of six category groups. The successful bidders will be allocated work on a rotational basis within the category groups.

CONTRACT PERIOD

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| The contract will be valid for a period of five (5) years from the date of signing of the contract. |
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| Commencement will be the date of final signature on the SBD 7.1 Contract Form. |
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DETAILED SPECIFICATIONS

The purpose of this bid invitation is to appoint a panel of up to three (3) service providers per port to deliver fuel to SAIAB research vessels at a number of ports around the country.

Supply and delivery of Fuel:

As and when requested by SAIAB, the provider is to supply and deliver quality SABS approved 50ppm or lower automotive diesel to any, either or all of the following ports:

- Mossel Bay (GP coordinates 34.179276 S 022.148934 E),
- Port Elizabeth (GP coordinates 33.967481 S 025.637876 E),
- Cape St Francis (GP coordinates 34.184239 S 024.852708 E),
- East London (GP coordinates 33.023023 S 027.900906 E),
- Durban (GP coordinates 29.862694 S 031.021397 E) and
- Richards Bay (GP coordinates 28.794331 S 032.078324 E).

Fuel to be supplied at a rate of 50L/ min through the vessels 35 mm fuel intakes (similar to car diesel intake).

Supplier to have a spill kit on site during each fuelling event. **No biodiesel to be supplied.**

The bidder must supply diesel at short notice (within 36 hours after a purchase order is issued) when the need arises.

The bidder delivers only to the vessel while on the water and moored in the harbour, or has a fuel pump alongside the harbour that is accessible by the vessel from the water.

The bidder supplies a minimum of 500 L and up to 3 000 L per delivery/bowser to the vessels per order

The bidder must adhere to the strict regulatory requirements for liquid fuels stipulated by the Department of Energy, which are hazardous commodities.

The bidder manages and meets all SAMSA and TRANSNET and other relevant regulatory authority requirements and provides evidence of such including having all the relevant permits/certificates held by the bidder.

Ad hoc, fuel sample testing will be conducted and sent to an approved LAB appointed by SAIAB for testing as per SANS 342. This will be administered by SAIAB. If any non-compliance is reported by the LAB, the service performance levels process will be followed.

Related Equipment and Services:

The bidder supplies and delivers the following items and services relating to fuel and refuelling, if and when required (no guarantee that these items/services will be required):

- 12v or 24v diesel transfer pump
- 1000L diesel tank
- Diesel filters

- Disposal of slops and waste fluids
- Any other items related to fuel or refuelling of vessels.

Projected Estimated fuel usage:

The list below depicts estimated fuel requirements in litres for a period of 12 months based on historical usage by the vessels. This does not constitute a fixed requirement as there will be factors influencing demand for fuel quantities over the period that is determined by research requirements and weather conditions. No amount of business is guaranteed.

- Year 1: 80 000 LITRES
- Year 2: 80 000 LITRES
- Year 3: 80 000 LITRES
- Year 4: 80 000 LITRES
- Year 5: 80 000 LITRES

Total: 400 000 LITRES

Estimated percentage volumes per port. This is dependent on project requirements.

- Mossel Bay 5%
- Port Elizabeth 35%
- Port St Francis 5%
- East London 15%
- Durban 30%
- Richards Bay 10%

This may vary, and no amount of sales is guaranteed.

PANEL MEMBERSHIP AND ROTATION

- 1) The panel will consist of appointed bidders delivering the contract output with up to 3 service providers per port/location.
- 2) The appointed bidders will deliver to one or more of these port locations where they have facilities meeting the contract specification.
- 3) This contract forms the sole contract between NRF-SAIAB and the bidders appointed to the panel.
- 4) SAIAB will allocate the work on a rotational basis amongst the appointed panel members. The rotation is amongst the appointed panel members to that specific port location.
- 5) SAIAB will issue system generated works purchase orders that state as a minimum the port location, the scheduled delivery date when the vessel that is at port location, and quantity.
- 6) Where a panel member receives a work purchase order and cannot meet the quantity or scheduled delivery date, the panel member must notify SAIAB so as to cancel the issued work purchase order and to issue a new work purchase order to the panel member next available on the rotation schedule.

BIDDER QUALIFYING REQUIREMENTS

The bidder must provide evidence of the following:

- Bidder must have been in the fuel supply and delivery Industry for >5 years in South Africa.
- Bidder must have the relevant licences to distribute fuel to a vessel in port
- Bidder must demonstrate that they have appropriate means of transporting/delivering a minimum of 500L and up to 3000 Litres of diesel to the vessel.
- The bidder must demonstrate that they have appropriate means of dispensing fuel into the vessels fuel tanks.
- Three favourable reference letters from clients receiving a similar service

Failure to provide satisfactory documentation of evidence of the above requirements will result in disqualification of bid.

See Evaluation Criteria on page 27 for required documentation.

SERVICE LEVELS AND MANAGEMENT THEREOF

The service performance levels are:

Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, apply the following penalties –

Performance Measures and Penalties

| Performance requirement | Deliverable | Trigger | Penalty |
|-------------------------|--|---------------|---|
| Delivery time | Fuel to be delivered within 36 hours of receipt of an order being placed, or at an agreed upon time. | Late delivery | 1-8 hours late: 2.5% of purchase order price for each refuelling event. >8hours late: 5% of purchase order price and the penalties in GCC 22 in the general clause section Repeat (3) delayed |

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| | | | deliveries may result in termination of contract. |
| Quality of fuel delivered | 50ppm or lower diesel is delivered free of contaminants or water. | Water (>350ppm) or contaminants (particulate matter >24mg/L) detected in fuel. Verified by laboratory testing as per SANS 342. Random testing may be conducted at SAIABs discretion. | Contaminated fuel to be removed from tanks and replaced with non-contaminated fuel at suppliers cost. Damages caused by contaminated fuel to be covered by supplier. Repeated (2) contaminated supply may result in termination of contract. |
| Responsive and contactable | Respond to email and/ or answer phone calls regarding fuel orders or delivery. Or inform SAIAB of any unavailability. | No email response within 1 working day. No phone response within 1 working day. | Repeat (3) delayed response events on different occasions may result in termination of contract. |

SPECIAL CONDITIONS OF CONTRACT

These Special Conditions of Contract must be cross-referenced against the General Conditions of Contract (GCC). The Special Conditions of Contract qualify or augment specific clauses of the GCC, or introduce conditions not included in the GCC.

The following are special conditions of the contract:

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| 5 | Use of contract documents and information |
| Add the following clause after Clause 5.4: | |
| 5.5 | Each party shall be careful and diligent as not to cause any unauthorised disclosure or use of the confidential information, in particular, during the contract term and after termination of the contract. The recipient shall not: |
| 5.5.1 | Disclose the confidential information, directly or indirectly, to any person or entity. |
| 5.5.2 | Use, exploit or in any other manner whatsoever apply the confidential information for any other purpose whatsoever, other than for the execution of the contract and the delivery of the deliverables or |
| 5.5.3 | Copy, reproduce, or otherwise publish confidentiality information except as strictly required for the execution of the contract. |
| 5.6 | The parties shall ensure that any employees, agents, directors, contractors, service providers, and associates which may gain access to the confidential information abide by the undertakings in this clause both during the term of their associations with the parties and after termination of their respective associations with the parties, not to - |
| 5.6.1 | Disclose the confidential information to any third party, or |
| 5.6.2 | Use the confidential information otherwise than as may be strictly necessary for the execution of the contract, |
| 5.6.3 | The parties shall take all such steps as may be reasonably necessary to prevent the confidential information from falling into the hands of any unauthorised third party. |
| 5.7 | The undertakings set out in this clause shall not apply to confidential information, which the parties are able to prove: |
| 5.7.1 | Was independently developed or in the possession of the recipient prior to its involvement with the other party; |
| 5.7.2 | Is now or hereafter comes into the public domain other than by breach of this contract by any of the parties; |
| 5.7.3 | Was lawfully received by the recipient from a third party acting in good faith having a right of further disclosure and who do not derive the same directly or indirectly from the other party, or |
| 5.7.4 | Required by law to be disclosed by the recipient, but only to the extent of such order and the recipient shall inform the other party of such requirement prior to any disclosure. |
| 5.8 | The recipient shall within one (1) month of receipt of a written request from the purchaser to do so, return to the purchaser all material embodiments, whether in documentary or electronic form, of the confidential information including but not limited to: |
| 5.8.1 | All written disclosures; |
| 5.8.2 | All written transcripts of confidential information disclosed verbally; and |
| 5.8.3 | All material embodiments of the contract intellectual property. |
| 5.9 | The parties acknowledges that the confidential information is made available solely for the execution of the contract and for no other purpose whatsoever and that the confidential information would not have been made available, but for the obligations of confidentiality agreed to herein. |
| 5.10 | Except as expressly herein provided, this contract shall not be construed as granting or confirming, either expressly or impliedly any rights, licences or relationships by furnishing of confidential information by either party pursuant to this contract. |

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| 5.11 | Each party acknowledges that the unauthorised disclosure of confidential information may cause harm to the other party. Each party agrees that, in the event of a breach or threatened breach of confidentiality, the other party is entitled to seek injunctive relief or specific performance, in order to obtain immediate remedies. Any such remedy shall be in addition to and not in lieu of any other remedies available at law, including monetary damages. |
| 5.12 | The supplier hereby gives the purchaser permission, in terms of the Protection of Personal Information Act 4 of 2013, to process, collect, receive, record, organise, collate, store, update, modify, retrieve, alter, consult, use, disseminate, distribute, merge, link, erase or destroy personal information received. By submitting a bid, the supplier gives its voluntary explicit consent to the terms of this special condition. |
| 7 | Performance security |
| Substitute Clause 7.1 with the following: | |
| 7.1 | No performance security is required. |
| 11 | Insurance |
| Substitute Clause 11.1 with the following: | |
| 11.1 | Without limiting the obligations of the supplier in terms of this contract, the supplier shall effect and maintain the following additional insurances: |
| | (a) Public liability insurances, in the name of the supplier, covering the supplier and the purchaser against liability for the death of or injury to any person, or loss of or damage to any property, arising out of or in the course of this Contract, |
| | (b) Registration / insurance in terms of the Compensation for Occupational Injuries and Disease Act, Act 130 of 1993. This can either take the form of a certified copy of a valid Letter of Good Standing issued by the Compensation Commissioner, or proof of insurance with a licenced compensation insurer, from either the bidder's broker or the insurance company itself |
| | (c) The supplier shall be obliged to furnish SAIAB with proof of such insurance as SAIAB may require from time to time for the duration of this Contract. |
| 13 | Incidental Services |
| Add the following after Clause 13.2: | |
| 13.3 | Any incidental services required for the delivery of the contract shall be agreed upon in advance by the parties and will only be valid if confirmed through the issue of a written purchase order that specifies, where applicable, quality, quantity, description, unit price, and delivery date. |
| 15. | Warranty |
| Substitute Clause 15.2 with the following: | |
| 15.2 | This warranty shall remain valid for one (1) year after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract. |
| Add Clause 15.6: | |
| 15.6 | The supplier shall, within five business days of receipt of a warranty claim and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser. |
| 16. | Payment |
| Add the following clause after clause 16.4: | |
| 16.5 | The Supplier's invoices must meet the following minimum requirements, failing which the time by when the purchaser is to make payment is extended by a period equal in time to the delayed submission of the correct invoice: (a) Reference the purchase order number |

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| | (b) Detailed line items as specified in purchase order (c) Include statement of account |
| 16.6 | Invoices must be accompanied by the purchaser authorised representative's signature, confirming performance/delivery in accordance with prescribed quality and/or quantity, conformance to specification, and unit pricing in accordance with the contract and any purchase orders issued in terms of the contract. |
| 22 | Penalties |
| Substitute clause 22.1 with the following: | |
| 22.1 | Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the purchase order price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using 5% of the purchase order calculated for each calendar week of the delay until actual delivery or performance, but such penalty shall not exceed 5% of the purchase order price. The purchaser may also consider termination of the contract pursuant to GCC Clause 23. |
| 27 | Settlement of disputes |
| Add the following to Clause 27.4: | |
| 27.4 | The appointment of a mediator and the procedure shall be agreed between the parties. Regardless of the outcome of a mediation the parties shall bear their own costs concerning the mediation and equally share the costs of the mediator and related expenses. |
| 31 | Notices |
| Add the following to Clause 31: | |
| 31.3 | Any notice, request, consent, approvals or other communications made between the Parties pursuant to the Contract shall be in writing and forwarded to the addresses specified in the contract and may be given as set out hereunder and shall be deemed to have been received when: (i) hand delivered – on the day of delivery; (ii) registered mail – five (5) working days after mailing; (iii) email – one (1) working day after it has been sent |

GENERAL CONDITIONS OF CONTRACT

In this document words in the singular also mean in the plural and vice versa, words in the masculine mean in the feminine and neuter, words “department” means organs of state inclusive of public entities and vice versa, and the words “will/should” mean “must”.

The National Research Foundation cannot amend the National Treasury’s General Conditions of Contract (GCC). The National Research Foundation compiles separate Special Conditions of Contract (SCC) relevant to this bid where applicable supplementing the General Conditions of Contract. Where there is conflict, the provisions of the Special Conditions of Contract shall prevail.

| GCC 1 | Definitions - The following terms shall be interpreted as indicated: |
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| 1.1 | “Closing time” means the date and hour specified in the bidding documents for the receipt of bids. |
| 1.2 | “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein. |
| 1.3 | “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations. |
| 1.4 | “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. |
| 1.5 | “Countervailing duties” are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally. |
| 1.6 | “Country of origin” means the place where the goods were mined, grown, or produced, or from which the services are supplied. Goods produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components |
| 1.7 | “Day” means calendar day. |
| 1.8 | “Delivery” means delivery in compliance of the conditions of the contract or order. |
| 1.9 | “Delivery ex stock” means immediate delivery directly from stock actually on hand. |
| 1.10 | “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained. |
| 1.11 | “Dumping” occurs when a private enterprise abroad markets its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA. |
| 1.12 | ” Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes. |
| 1.13 | “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition. |
| 1.14 | “GCC” means the General Conditions of Contract. |
| 1.15 | “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract. |
| 1.16 | “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured. |
| 1.17 | “Local content” means that portion of the bidding price, which is not included in the imported content if local |

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| | manufacture does take place. |
| 1.18 | “Manufacture” means the production of products in a factory using labour, materials, components, and machinery and includes other related value-adding activities. |
| 1.19 | “Order” means an official written order issued for the supply of goods or works or the rendering of a service. |
| 1.20 | “Project site”, where applicable, means the place indicated in bidding documents. |
| 1.21 | “Purchaser” means the organization purchasing the goods. |
| 1.22 | “Republic” means the Republic of South Africa. |
| 1.23 | “SCC” means the Special Conditions of Contract. |
| 1.24 | “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract. |
| 1.25 | “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing. |
| GCC2 | Application |
| 2.1 | These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents. |
| 2.2 | Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works. |
| 2.3 | Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply. |
| GCC 3 | General |
| 3.1 | Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged. |
| 3.2 | With certain exceptions (National Treasury’s eTender website), invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za |
| GCC 4 | Standards |
| 4.1 | The goods supplied shall conform to the standards mentioned in the bidding documents and specifications. |
| GCC 5 | Use of contract documents and information |
| 5.1 | The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure made to any such employed person is in confidence and shall extend only as far as may be necessary for purposes of such performance. |
| 5.2 | The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract. |
| 5.3 | Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser. |
| 5.4 | The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser. |
| GCC6 | Patent rights |
| 6.1 | The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser. |
| GCC7 | Performance security |

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| 7.1 | Within thirty days (30) of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC. |
| 7.2 | The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract. |
| 7.3 | The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms: 7.3.1 bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or 7.3.2 cashier's or certified cheque. |
| 7.4 | The performance security will be discharged by the purchaser and returned to the supplier within thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC. |
| GCC8 | Inspections, tests and analyses |
| 8.1 | All pre-bidding testing will be for the account of the bidder. |
| 8.2 | If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser. |
| 8.3 | If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period, it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned. |
| 8.4 | If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser. |
| 8.5 | Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the supplier shall defray the cost in connection with these inspections, tests, or analyses. |
| 8.6 | Supplies and services referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected. |
| 8.7 | Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies are held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies, which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier. |
| 8.8 | The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract because of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC. |
| GCC9 | Packing |
| 9.1 | The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt, and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit. |
| 9.2 | The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser. |

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| GCC10 | Delivery and Documentation |
| 10.1 | Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC. |
| 10.2 | Documents submitted by the supplier specified in SCC. |
| GCC11 | Insurance |
| 11.1 | The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery. |
| GCC12 | Transportation |
| 12.1 | Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC. |
| GCC13 | Incidental services |
| 13.1 | The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC: 13.1.1 Performance or supervision of on-site assembly and/or commissioning of the supplied goods; 13.1.2 Furnishing of tools required for assembly and/or maintenance of the supplied goods; 13.1.3 Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods; 13.1.4 Performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and 13.1.5 Training of the purchaser's personnel, at the supplier's plant and/or on-site, conducted in assembly, start-up, operation, maintenance, and/or repair of the supplied goods. |
| 13.2 | Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services. |
| GCC14 | Spare parts |
| 14.1 | As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier: 14.1.1 Such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and 14.1.2 In the event of termination of production of the spare parts: 14.1.2.1 Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and 14.1.2.2 Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested. |
| GCC15 | Warranty |
| 15.1 | The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination. |
| 15.2 | This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC. |
| 15.3 | The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty. |
| 15.4 | Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser. |
| 15.5 | If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense |

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| | and without prejudice to any other rights, which the purchaser may have against the supplier under the contract. |
| GCC16 | Payment |
| 16.1 | The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC. |
| 16.2 | The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract. |
| 16.3 | Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier. |
| 16.4 | Payment will be made in Rand unless otherwise stipulated in SCC. |
| GCC17 | Prices |
| 17.1 | Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be. |
| SCC | No additional special conditions other than stated in the price section in this document. |
| GCC18 | Contract amendment |
| 18.1 | No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned. |
| GCC19 | Assignment |
| 19.1 | The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent. |
| GCC20 | Subcontract |
| 20.1 | The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract. |
| GCC21 | Delays in supplier's performance |
| 21.1 | Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract. |
| 21.2 | If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration, and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract. |
| 21.3 | No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority. |
| 21.4 | The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available. |
| 21.5 | Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties. |
| 21.6 | Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier. |
| GCC22 | Penalties |

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| 22.1 | Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23. |
| GCC23 | Termination for default |
| 23.1 | The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part: 23.1.1 If the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2; 23.1.2 If the supplier fails to perform any other obligation(s) under the contract; or 23.1.3 If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract. |
| 23.2 | In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated. |
| 23.3 | Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years. |
| 23.4 | If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier. |
| 23.5 | Any restriction imposed on any person by the Accounting Authority will, at the discretion of the Accounting Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Authority actively associated. |
| 23.6 | If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information: 23.6.1 the name and address of the supplier and / or person restricted by the purchaser; 23.6.2 the date of commencement of the restriction 23.6.3 the period of restriction; and 23.6.4 the reasons for the restriction. These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector. |
| 23.7 | If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than ten (10) years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to Section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website. |
| GCC24 | Anti-dumping and countervailing duties and rights |
| 24.1 | When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment |

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| | or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him. |
| GCC25 | Force Majeure |
| 25.1 | Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure. |
| 25.2 | If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event |
| GCC26 | Termination for insolvency |
| 26.1 | The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser. |
| GCC27 | Settlement of disputes |
| 27.1 | If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation. |
| 27.2 | If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party. |
| 27.3 | Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law. |
| 27.4 | Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC. |
| 27.5 | Notwithstanding any reference to mediation and/or court proceedings herein, 27.5.1 the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and 27.5.2 the purchaser shall pay the supplier any monies due the supplier. |
| GCC28 | Limitation of liability |
| 28.1 | Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6; 28.1.1 the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and 28.1.2 the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment. |
| GCC29 | Governing language |
| 29.1 | The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English. |
| GCC30 | Applicable law |
| 30.1 | The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC. |
| GCC31 | Notices |
| 31.1 | Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and |

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| | any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice. |
| 31.2 | The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice. |
| GCC32 | Taxes and duties |
| 32.1 | A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country. |
| 32.2 | A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser. |
| 32.3 | No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid, the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services |
| SCC | No special condition applicable, unless specified elsewhere in this document. |
| GCC33 | National Industrial Participation Programme |
| 33.1 | The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation. |
| SCC | No special condition applicable, unless specified elsewhere in this document. |
| GCC34 | Prohibition of restrictive practices |
| 34.1 | In terms of Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is/are or a contractor(s) was/were involved in collusive bidding (or bid rigging). |
| 34.2 | If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998. |
| 34.3 | If a bidder(s) or contractor(s), has/have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and/or terminate the contract in whole or part, and/or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and/or claim damages from the bidder(s) or contractor(s) concerned. |

PART B - PRICING

PRICING INSTRUCTIONS

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| 1. | Applicable currency: All prices shall be quoted in South African Rand. |
| 2. | Completion of pricing schedule: Bidders shall complete the pricing schedule in full, inserting all the information required therein. |
| 3. | Price Quotation Basis: total prices quoted must be inclusive of all applicable taxes including VAT , less all unconditional discounts, plus all costs to deliver the services and/or goods. The portion of the bid price subject to price fluctuations must be stated. |
| 4. | Submission of pricing: bidders must submit their pricing proposals in a password protected, unzipped electronic folder. The password must be emailed to bids@saiab.nrf.ac.za. The pricing folder must be clearly labelled as such. (See Annexure 1: Electronic Bid Submission – Guideline for Bidders) |
| 5. | Contract Amount: No amount of work is guaranteed, works listed in the specification and schedule of rates are to be used as and when during the contract period. Work/services which will be required over the duration of the contract are dependent on circumstances which cannot be determined in advance and are not restricted to the items and quantities included in the schedule of rates. The total value of the contract is limited to R10 000 000 across the whole panel over the contract period. |
| 6. | <p>Price Adjustment Rules: The calculation of the wholesale diesel price is done daily by the Central Energy Fund on behalf of the Department of Mineral Resources (Diesel wholesale is composed of a number of price elements divided into international and domestic elements. The international element, or Basic Fuel price (BFP), is the cost that a South African importer to buy diesel from an international refinery and to transport the product meeting local specification to the listed ports. To this is added various government regulated taxes and levies and allowable margins to arrive at a fully built up wholesale price for diesel). These factors, once agreed with be the factors for use the SBD 3.2.</p> <p>The diesel retail price is not regulated although the DMRE publishes a wholesale list price for diesel. SAIAB will utilise that as the benchmark for verifying reasonableness of unit pricing variations.</p> <p>The bidder's mark-up percentage for diesel to remain constant throughout contact.</p> <p>Delivery fee may increase during the contract period at a rate not more than inflation.</p> <p>Disposal fee may increase during the contract period at a rate not more than inflation.</p> |

BID PRICE SCHEDULE (SBD 3.2)

(Submit pricing in separate password protected, unzipped electronic folder)

Quoted prices must be all inclusive, including all relevant associated costs. No VAT is to be charge for diesel.

The following Schedule of Prices must be completed by the Bidder. The total price must include everything necessary to complete the delivery in terms of the Specification.

SAIAB will issue purchase orders for each fuel delivery as needed.

Total Cost is determined by multiplying quantity by unit price for all line items.

Bidders are to price for the category/categories they are bidding for. Price evaluation will be per category.

| Item No. | Estimated QTY | DESCRIPTION | UNIT MEASURE | OF | Price *at time of closing of bid | TOTAL LINE ITEM PRICE |
|--|---------------|--|--------------|----|-------------------------------------|-----------------------|
| Category A: Port Elizabeth | | | | | | |
| A1 | 2000 | 50ppm diesel delivered to vessel in Port Elizabeth (based on wholesale price at the time of closing of the bid). | Litres | | | |
| A2 | 1 | Fee for delivery of 2000 litres in Port Elizabeth (VAT Incl.) | Each | | | |
| A3 | 20 | Disposal of fuel slops and waste fluids in Port Elizabeth (VAT Incl.) | Litres | | | |
| Total which will be used for price comparison between bidders for Category A (Port Elizabeth) | | | | | | |
| Category B: Durban | | | | | | |
| B1 | 2000 | 50ppm diesel delivered to vessel in Durban | Litres | | | |
| B2 | 1 | Fee for delivery of 2000 litres in Durban (VAT Incl.) | Each | | | |
| B3 | 20 | Disposal of fuel slops and waste fluids in Durban (VAT Incl.) | Litres | | | |
| Total which will be used for price comparison between bidders for Category B (Durban) | | | | | | |
| Category C: Richards Bay | | | | | | |
| C1 | 2000 | 50ppm diesel delivered to vessel in Richards Bay | Litres | | | |
| C2 | 1 | Fee for delivery of 2000 litres in Richards Bay (VAT Incl.) | Each | | | |
| C3 | 20 | Disposal of fuel slops and waste fluids in Richards Bay (VAT Incl.) | Litres | | | |

| Item No. | Estimated QTY | DESCRIPTION | UNIT MEASURE | OF | Price *at time of closing of bid | TOTAL LINE ITEM PRICE |
|---|---------------|--|--------------|----|-------------------------------------|-----------------------|
| Total which will be used for price comparison between bidders for Category C (Richards Bay) | | | | | | |
| Category D: East London | | | | | | |
| D1 | 2000 | 50ppm diesel delivered to vessel in East London | Litres | | | |
| D2 | 1 | Fee for delivery of 2000 litres East London (VAT Incl.) | Each | | | |
| D3 | 20 | Disposal of fuel slops and waste fluids in East London (VAT Incl.) | Litres | | | |
| Total which will be used for price comparison between bidders for Category D (East London) | | | | | | |
| Category E: Mossel Bay | | | | | | |
| E1 | 2000 | 50ppm diesel delivered to vessel in Mossel Bay | Litres | | | |
| E2 | 1 | Fee for delivery of 2000 litres Mossel Bay (VAT Incl.) | Each | | | |
| E3 | 20 | Disposal of fuel slops and waste fluids in Mossel Bay (VAT Incl.) | Litres | | | |
| Total which will be used for price comparison between bidders for Category E (Mossel Bay) | | | | | | |
| Category F: Port St Francis | | | | | | |
| F1 | 2000 | 50ppm diesel delivered to vessel in Port St Francis | Litres | | | |
| F2 | 1 | Fee for delivery of 2000 litres Port St Francis (VAT Incl.) | Each | | | |
| F3 | 20 | Disposal of fuel slops and waste fluids in Port St Francis (VAT Incl.) | Litres | | | |
| Total which will be used for price comparison between bidders for Category F (Port St Francis) | | | | | | |

PART C – BIDDER QUALIFICATIONS

BIDDER REQUIREMENTS

The bidder must provide evidence of the following:

- Bidder must have been in the fuel supply and delivery Industry for >5 years in South Africa.
- Bidder must have the relevant licences to distribute fuel to a vessel in port
- Bidder must demonstrate that they have appropriate means of transporting/delivering a minimum of 500L and up to 3000 Litres of diesel to the vessel.
- The bidder must demonstrate that they have appropriate means of dispensing fuel into the vessels fuel tanks.
- Three favourable reference letters from clients receiving a similar service

The successful bidders may be required to supply NRF/SAIAB with audited financial statement and Management Accounts and/or forecasts for at least a year for financial due diligence purposes prior to award.

PART D – BID SELECTION PROCESS

This bid will be evaluated in three stages as follows:

STAGE 1: SUBMISSION OF RETURNABLE DOCUMENTS AND SCHEDULES

Bids will be evaluated for compliance with the procedural requirements of the bid, which entails the completion and/or submission of the returnable documents and schedules specified in the Returnable Documents and Schedules Checklist in page 25 below.

Failure to comply with the mandatory requirements in this stage may result in bid disqualification. However, SAIAB may apply the discretion to allow bidders to complete and/or sign returnable schedules not completed and/or signed in the first instance or to submit returnable documents not submitted in the first instance. Such returnable schedules or documents must be of a purely administrative nature (such as SBD forms or B-BBEE certificate), and may not pertain to the substance of the bid such as to affect the competitive position of bidders by giving one or more bidders a second and unfair opportunity to augment the quality (substantive) aspects of their bid. No award will be done without complete provision of returnable documents and schedules.

STAGE 2: TECHNICAL EVALUATION

Each bid will be evaluated against the technical/quality criteria outlined in pages 26-27 below.

Bids which fail to meet the requirements of Stage 2 will be disqualified and not evaluated further in Stage 3.

STAGE 3: PRICE AND SPECIFIC GOALS POINTS SCORING

Bid price proposals are compared on an equal and fair basis, considering all aspects of the bid pricing requirements. Qualifying bids are ranked on price and specific goals points claimed in the following manner:

- (i) **Price** - with the lowest priced bid per port receiving the highest price score as set out in the Preferential Procurement Regulations 2022;
- (ii) **Preference** - preference points are allocated in accordance with the Preferential Procurement Policy Framework Act (Act 5 of 2000) and its Regulations 2022 as claimed in the specific goals claim form (SBD 6.1) are added to the price ranking scores. The points for specific goals must be supported by a valid B-BBEE certificate or sworn affidavit, in the case of EMEs and QSEs.

(iii) **Panel Selection** – up to three service providers will be awarded per port. Award will only be considered if the price is within 10% of the lowest price received for that port.

STAGE 1 – SUBMISSION OF RETURNABLE DOCUMENTS AND SCHEDULES

All mandatory criteria need to be complied with to move on to the next stage of evaluation. All SBD forms indicated as mandatory must be completed and signed by bidders failing which, a bid submission may be disqualified for non-compliance. SAIAB may apply the discretion to allow bidders to complete and/or sign returnable schedules not completed and/or signed in the first instance or to submit returnable documents not submitted in the first instance. Such returnable schedules or documents must be of a purely administrative nature (e.g. SBD forms, Construction Sector B-BBEE certificate), and may not pertain to the substance of the bid such as to affect the competitive position of bidders by giving one or more bidders a second and unfair opportunity to augment the quality (substantive) aspects of their bid.

| Document description | Weight | Criteria (All criteria are weighted equally to each other) | Assessment Methodology | Bid Section Reference | SCM Verification |
|--|---------------------------------------|---|------------------------|-----------------------|------------------|
| SBD 1 Form (Invitation to Bid) | Mandatory | Has the bidder completed and signed the SBD 1 Invitation to Bid form? | Yes/No | Page 33 | |
| SBD 3.2 Form (Non-Firm Pricing Schedule) – submitted in a separate electronic folder | Mandatory | Has the bidder submitted its pricing for the infrastructure and the service plan? | Yes/No | Page 22 | |
| SBD 4 Form (Bidder's Disclosure) | Mandatory | Has the bidder completed and signed the SBD 4 form? Has the bidder disclosed any conflict of interest which would preclude it from responding to this bid? | Yes/No | Page 35 | |
| SBD 6.1 Form (Preferential Points Claimed) | Mandatory if points are to be claimed | Has the bidder completed and signed the SBD 6.1 form? | Yes/No | Page 38 | |

STAGE 2 – TECHNICAL EVALUATION

NOTE: Bidders must carefully review the evaluation criteria and instructions below and ensure that they understand what information is required, including all documentation that is required to be submitted in this stage of evaluation. No second opportunity will be given to submit documentation not submitted, except in the case where there is no competition (i.e. one bid is received) or the requested information is to support the information submitted at the time of the tender closing and therefore no prejudice will accrue to any other bidder.

Bidders must meet all mandatory requirements below (i.e. requirements marked as 'Mandatory') in order pass this stage of evaluation and move on to the next stage of evaluation.

| Evaluation Criteria | Evidence required | Section & Page Reference | Weight | Assessment Methodology |
|--|---|--------------------------|-----------|------------------------|
| The Bidder must hold the relevant licence from the Department of Energy to supply diesel. | Provide copy of licence | | Mandatory | Go / No Go |
| The bidder's references has a minimum score of "meets requirement/satisfactory" or higher, from customers to whom the bidder has provided a similar service. | Has the bidder submitted three reference letters from clients relevant to this bid? Do all reference letters indicate that the services provided meet requirement? | | Mandatory | Go / No Go |
| Bidder has appropriate means of transporting/delivering a minimum of 500 Litres and up to 3000 Litres of diesel to the vessels. | Picture of the bowser or on site fuel pump to be used. | | Mandatory | Go / No Go |
| Bidder has appropriate means of dispensing fuel into vessels fuel tanks (similar fuel inlet to a car) | Picture of nozzle to be used. | | Mandatory | Go / No Go |
| Company (bidder) experience | Proof that bidding company has a minimum of 5 years in the fuel industry in South Africa (Bidder must provide copy of company profile). | | Mandatory | Go / No Go |

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| BIDDER IS ABLE TO DELIVER THE SPECIFICATION? | YES - PASS TO PRICING | NO – DISQUALIFIED |
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STAGE 3 – PRICE AND PREFERENCE POINTS SCORING

Bids which meet the minimum requirements in Stage 2, will be evaluated on price and specific goals as follows -

| CRITERIA | POINTS |
|---|--------|
| PRICE | 80 |
| SPECIFIC GOALS (B-BBEE STATUS LEVEL OF CONTRIBUTION) | 20 |
| TOTAL POINTS FOR PRICE AND SPECIFIC GOALS MUST NOT EXCEED | 100 |

For this panel, up to three (3) highest scoring and compliant bidders in terms of price and preference will be placed on the panel per port (Category).

BIDDING INSTRUCTIONS

Bidders are urged to carefully study these bidding instructions, as well as all corresponding instructions pertaining to the bid evaluation criteria, scope of works, pricing and returnable, contained in this bid document. Failure to comply with these instructions will be at the bidder's risk, and may affect the evaluation of its bid.

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| 1. | <u>Late bids</u> |
| | Bids received after the closing time and/or date shall not be considered. |
| 2. | <u>Authority of bid signatory</u> |
| | The bid must be signed by a person duly authorised to do so. |
| 3. | <u>Clarification of the bid</u> |
| 3.1 | A bidder requiring any clarification of the bid documents may direct the request for clarification in writing, to the SAIAB representatives listed on the cover page of this bid document. |
| 3.2 | A response will be provided by SAIAB in writing. The response (including an explanation of the query, but without identifying the source of the query) will be sent to all prospective, identifiable bidders. |
| 3.3 | The last date for the submission of requests for clarification is 9 August 2024. |
| 4. | <u>Bid preparation costs</u> |
| | Bidders will be responsible for all costs associated with the preparation and submissions of their bids. |
| 6. | <u>Counter proposals</u> |
| | No counter proposals will be accepted. |
| 7. | <u>Alterations to the bid document</u> |
| | Bidders may not make any alterations or additions to the content of this bid document, except to comply with the instructions issued by SAIAB, i.e. the completion of the schedules indicated as mandatory for completion. Any alterations made to the content of this bid document other than those mandated by SAIAB will result in the invalidation of a bidder's submission. |
| 8. | <u>Submitting a tender offer</u> |

| | |
|------------|---|
| 8.1 | Bidders may submit one tender offer only, either as a single tendering entity or as a member of a joint venture or consortium, unless otherwise stated in this bid document. |
| 8.2 | Each party to a joint venture or consortium must individually complete and submit the SBD returnable schedules included in this bid document. |
| 8.3 | Bidders must return all returnable documents and schedules after completing them in their entirety, preferably electronically, or by writing legibly in non-erasable ink. The bid document must be submitted in its entirety. |
| 10. | <u>Clarification of bidder's tender offer after submission</u> |
| 10.1 | Bidders may be required by SAIAB, to provide clarification or additional details of their tender offer during the bid evaluation or adjudication stages. This may include providing a breakdown of rates or prices, or correction of arithmetical errors by the adjustment of certain rates or item prices (or both). |
| 10.2 | No change in the competitive position of bidders or substance of the tender offer may be sought, offered, or permitted. |
| 11. | <u>Two envelope system</u> |
| 11.1 | SAIAB utilises the two-envelope system to minimise any form of price bias in the technical evaluation phase. |
| 11.2 | All responses must be submitted in two electronic folders; the first folder shall contain the technical, and compliance response and the second shall contain only the pricing response. |
| 11.3 | Bidders must ensure that they do not include any pricing details in the first folder, as SAIAB reserves the right to disqualify such bids. |
| 11.4 | Bidders are required to package their bid as follows: <ul style="list-style-type: none"> ● Folder 1: Compliance and Technical Response ● Folder 2: Pricing Response |
| 12. | <u>Central Supplier Database registration</u> |
| | Bidders must be registered on the National Treasury Central Supplier Database ('CSD') in order to be recommended for the award of this bid, and must provide their CSD supplier number in their bid submission. |
| 13. | <u>Tax compliance status</u> |
| 13.1 | Bidders must ensure that their tax matters are in order. No award will be made to any bidder whose tax matters have not been declared to be in order by the South African Revenue Services (SARS). |
| 13.2 | Each party to a joint venture, consortium or partnership must comply with the above requirement. |
| 13.3 | The bid will be declared non-responsive in the event that the bidder's tax matters are shown not be in order, and the bidder fails to ensure that its tax matters are in order within such timeframe as may be granted by SAIAB in writing at time of award. |
| 14. | <u>Invalid bids</u> |
| | Tenders shall be invalid if – |
| 14.1 | In a two-envelope system, a bidder fails to submit both a technical proposal and a separate financial offer. |
| 14.2 | The bidder has been listed on the National Treasury's Register for Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, or has been listed on the National Treasury's List of Restricted Suppliers and who is therefore prohibited from doing business with the public sector. |
| 14.3 | The bidder has been restricted from doing business with any Organ of state. |
| 15. | <u>Price negotiations prior to award</u> |

| | |
|------------|--|
| 15.1 | The award of this bid may be subject to price negotiations with the preferred bidder or bidders, where there are opportunities for realising cost savings, or where bid prices are not market related. This will be in accordance with the Supply Chain Management – A guide for Accounting Officers/Authorities. |
| 15.2 | SAIAB reserves the right to reject overpriced or under-priced bids outside the identified price range for the bid. |
| 16. | <u>SAIAB's right to vary requirements at time of award</u> |
| | SAIAB reserves the right, at the time of making the award, to decrease the quantity of goods specified in the pricing schedule without any change to the unit price(s), or the terms and conditions of the bid, provided that the items to be decreased were specified in the bid document to be optional, or to be quoted on for indicative purposes. |
| 17. | <u>Cancellation of the bid prior to award</u> |
| | SAIAB reserves the right to cancel this bid at any time before award, where - |
| 17.1 | Due to changed circumstances there is no longer a need for the services specified in this bid. |
| 17.2 | Funds are no longer available to cover the total envisaged expenditure for the project. |
| 17.3 | No bids meet the required specifications. |
| 17.4 | There is a material irregularity in the bid process. |
| 18. | <u>Bid award</u> |
| 18.1 | The bid will be awarded after approval by the NRF's Delegated Authority, to the bidder with the highest combined score for Price and specific goals, unless other objective criteria, specified in the bid document, applies. |
| | Due diligence may be carried out on the recommended bidder, as such the recommended bidder are required to submit at least three client references from clients to whom similar services have been provided. |
| 18.3 | Reference letters must be completed in the template provided in this bid document or in the same format, and must indicate that expectations were met. |
| 18.4 | The award will be subject to final verification of the bidder's tax compliance status. |
| 19. | <u>Collusion, fraud and corruption</u> |
| | Any effort by the bidder to influence evaluation, comparisons, or award decisions in any manner will result in the rejection and disqualification of the bidder concerned. |
| 20. | <u>Fronting</u> |
| 20.1 | SAIAB supports Government's Broad-Based Black Economic Empowerment (B-BBEE) initiatives, recognising that real empowerment is achieved by individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent, and legally compliant manner. Therefore, SAIAB condemns any form of fronting. |
| 20.2 | SAIAB's evaluation committees may conduct or initiate investigations to determine the accuracy of bidders' B-BBEE representations. |
| 20.3 | Should SAIAB have reasonable grounds to suspect any form of fronting, the bidder in question will be notified and given 7 days from the date of notification to provide evidence refuting the finding of fronting. |
| 20.4 | Should the bidder be unable to refute the finding to the satisfaction of SAIAB, SAIAB reserves the right to reject the bid submitted by the bidder or cancel any contracts entered into with the bidder, and apply to National Treasury to restrict for the bidder to be restricted from conducting business with the public sector for a period not exceeding 10 years, and exercise any other remedies SAIAB may have against such a bidder. |
| 21. | <u>Disclaimers</u> |

| | |
|------------|---|
| | SAIAB has produced this document in good faith. The NRF, its agents, and its employees and associates do not warrant its accuracy or completeness; make no representation, warranty, assurance, guarantee or endorsements to any third parties concerning the document. SAIAB has no liability towards the bidders in connection therewith. |
| 22. | <u>General definitions</u> |
| 22.1 | “ B-BBEE ” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act. |
| 22.2 | “ B-BBEE status level of contributor ” means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act. |
| 22.3 | “ Bid ” means a written offer in a prescribed or stipulated form in response to an invitation by the National Research Foundation for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals. |
| 22.4 | “ Broad-Based Black Economic Empowerment Act ” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003). |
| 22.5 | “ Contract ” means the entire bid document inclusive of scope of work, specification, price conditions, price quote table, service delivery conditions, performance conditions with their key performance indicators, and general conditions when attached to the Standard Bidding Document 7.1 (SBD 7.1) which has been signed by the awarded bidder and the National Research Foundations. |
| 22.6 | “ Construction Sector Code ” means the Amended Construction Sector Code provides a framework for the Construction Sector to address B-BBEE, enhance the capacity of black contractors, black professionals, industry workers and the community and to increase the productivity of the sector to meet world best practice, as issued by Government Gazette 41287, 1 December 2017. |
| 22.6 | “ EME ” means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act or relevant sector scorecard. |
| 22.7 | “ Functionality ” means the ability of a bidder to provide goods and/or services in accordance with specifications as set out in these bid documents. |
| 22.8 | “ Proof of B-BBEE status level of contributor ” means: <ul style="list-style-type: none"> - B-BBEE Status level certificate issued by an authorized body or person; - A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; - Any other requirement prescribed by the B-BBEE Act. |
| 22.9 | “ QSE ” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act or relevant sector scorecard. |
| 22.10 | “ Equipment ” means the operational unit including spares, replacement components, consumables, sub-systems, firmware and software that delivers the specified output. |
| 22.11 | “ NRF ” means the National Research Foundation and it is used interchangeably with its business units managing the contract being SAIAB. |

PART E – RETURNABLE SCHEDULES

| INVITATION TO BID (SBD 1) | | | |
|--|--|---|--|
| Bid number | | NRF/SAIAB/13/2024-25 | |
| Closing date and time | | Friday, 16 August 2024 at 11.00AM | |
| The NRF recognises the date and time as recorded on its systems for closure purposes. | | | |
| SUMMARY OF BID REQUIREMENTS | | | |
| Appointment of a panel of service providers to supply and deliver 50ppm (or lower) diesel in various ports in South Africa, to fuel two 15m coastal research vessels for a period of five (5) years. | | | |
| Bid submission method: | | <p>Electronic submissions must be sent to bids@saiab.nrf.ac.za. Bids must be submitted in two separate electronic folders, one with the compliance and technical response, and the second with the financial response. Technical submissions must be in searchable PDF format.</p> <p>The financial response must be password protected. Folders must be titled with the bidder's company name and folder title. Attachments are limited to 25 MB per email.</p> <p>Bidders are to send an email to bids@saiab.nrf.ac.za post submission with the password to their financial envelope. Receipt will be confirmed by SAIAB via email.</p> | |
| Two envelope system | | Yes | |
| Bid validity period from date and time of closure | | Ninety (90) days | |
| SUPPLIER INFORMATION | | | |
| Name of Bidder | | | |
| | | | |
| Postal Address | | | |
| | | | |
| Street Address | | | |
| | | | |
| Telephone Number | | | |
| Code | | Number | |
| Cell Phone Number | | | |
| Code | | Number | |
| Facsimile Number | | | |
| Code | | Number | |
| E-Mail Address | | | |
| | | | |

| | | | | | |
|---|--|--|---|-----------|--|
| VAT Registration Number | | | | | |
| Tax Compliance Status | | Tax Compliance System PIN | | OR | Central Supplier Database No. MAAA |
| B-BBEE Status Level Verification Certificate | | Tick Applicable Box. <input type="checkbox"/> Yes <input type="checkbox"/> No | B-BBEE Status Level Sworn Affidavit or CIPC Certificate | | Tick Applicable Box. <input type="checkbox"/> Yes <input type="checkbox"/> No |
| [A Construction Sector B-BBEE status level verification certificate/sworn affidavit (for EMEs & QSEs) must be submitted in order to qualify for points for specific goals – also refer to the SBD 6.1] | | | | | |
| Are you the accredited representative in South Africa for the goods/services/works offered? | | <input type="checkbox"/> Yes <input type="checkbox"/> No [If yes enclose proof] | Are you a foreign-based supplier for the goods/services/works offered? | | <input type="checkbox"/> Yes <input type="checkbox"/> No [If yes, answer the questionnaire below] |
| 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 |
| 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). | | | | | |
| BID SUBMISSION | | | | | |
| 1. | Bids must be delivered by the stipulated time to the correct address. Late bid will not be accepted for consideration. | | | | |
| 2. | All bids must be submitted on the officially provided forms provided – (not to be re-typed) or in the manner prescribed in the bid document. | | | | |
| 3. | This bid is subject to the specifications and special conditions of contract pertaining to this bid, the Preferential Procurement Policy Framework Act, 2000, the General Conditions of Contract (GCC), and any other legislative requirements if applicable to this bid. These are included in this document thereby forming the contract between the NRF and the appointed/awarded bidder. | | | | |
| 4. | The successful bidder will be required to fill in and sign the contract signature form (SBD7) for this contract. | | | | |
| 5. | The specification will form part of the contract. | | | | |
| TAX COMPLIANCE REQUIREMENTS | | | | | |
| 1. | Bidders must ensure compliance with their tax obligations. | | | | |
| 2. | Where the bidder is registered on the Central Supplier Database (CSD), a CSD number must be provided | | | | |
| 3. | 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. Application for tax compliance status (TCS) pin is made via e-filing through the SARS website www.sars.gov.za . | | | | |
| 4. | Bidders may also submit a printed TCS certificate together with the bid, available via e-filing through the SARS website www.sars.gov.za . | | | | |
| 5. | In bids where consortia/ joint ventures/ sub-contractors are involved; each party must submit a separate TCS certificate/PIN/CSD number. | | | | |
| 6. | 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. | | | | |

SBD 4 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 interest¹ 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.

| Full Name | Identity Number | Name of State institution |
|-----------|-----------------|---------------------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

¹ 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 consortium² 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

² 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.

drafting of the specifications or terms of reference for this bid.

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

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 The applicable preference point system for this tender is the 80/20 preference point system.

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

- (a) Price; and
- (b) Specific Goals.

1.4 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:

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

Table 1: Specific goals for the tender and points claimed are indicated per the table below and is based on B-BBEE Status Level of Contribution of the Bidder.

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

| B-BBEE Status Level of Contribution | Number of points allocated (80/20 system) (between R2 000 and R50 000 000) | Number of points claimed (80/20 system) (To be completed by the tenderer) |
|-------------------------------------|--|---|
| 1 | 20 | |
| 2 | 18 | |
| 3 | 14 | |
| 4 | 12 | |
| 5 | 8 | |
| 6 | 6 | |
| 7 | 4 | |
| 8 | 2 | |
| Non compliant contributor | 0 | |

DECLARATION WITH REGARD TO COMPANY/FIRM

4.1. Name of company/firm.....

4.2. Company registration number:

4.3. TYPE OF COMPANY/ FIRM

| | |
|---|---|
| <input type="checkbox"/> Partnership/Joint Venture / Consortium | <input type="checkbox"/> Personal Liability Company |
| <input type="checkbox"/> One-person business/sole propriety | <input type="checkbox"/> (Pty) Limited |
| <input type="checkbox"/> Close corporation | <input type="checkbox"/> Non-Profit Company |
| <input type="checkbox"/> Public Company | <input type="checkbox"/> State Owned Company |

[TICK APPLICABLE BOX]

4.4. 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.

| | |
|---|----------------|
| SIGNATURE(S) OF TENDERER(S) | |
| SURNAME AND NAME: | |
| DATE: | |
| ADDRESS: | |

OPTIONAL REFERENCE LETTER FORMAT

Referee Letterhead (Copy and paste this reference letter onto referee company letterhead). At some minimum bidders must provide the contact details of contactable references.

| | | | |
|--|---------------------------|---------------------------|--|
| Referee Legal Name: | | | |
| REFERENCE ON COMPANY: | | | |
| Bid Number: | | | |
| Bid Description: | | | |
| | | | |
| Describe the service/work the above bidder provide to you below | | | |
| | | | |
| The bidder has provided you with fuel to a vessel in port <input type="checkbox"/> YES <input type="checkbox"/> NO | | | |
| Criteria / risks | Below requirements | Meets requirements | Exceeds requirements |
| Contactable and responsive to correspondence | | | |
| Timeous delivery of fuel | | | |
| Reliability of delivery | | | |
| Quality of fuel delivered | | | |
| Professionalism | | | |
| Occupational Health & Safety compliance | | | |
| Satisfaction with service provided | | | |
| Other comments | | | |
| Approximate value of contract | | | |
| Would you use the provider again? | | | <input type="checkbox"/> YES <input type="checkbox"/> NO |

| | |
|----------------------------------|--|
| Completed by: | |
| Signature: | |
| Company Name: | |
| Contact Telephone Number: | |
| Contact email address | |
| Date: | |

BID SIGNATURE (SBD 1)

I, the bidder, warrant by signature herein, that –

- (i) I have read and accepted each page in this document including any annexures attached to this document.
- (ii) I undertake to supply all the goods, works, and services described in this bid invitation to SAIAB in accordance with the requirements and specifications stipulated herein, at the prices quoted.
- (iii) I confirm that I have satisfied myself as to the correctness and validity of my offer/bid in response to this invitation, covering all my obligations and I accept that any mistakes regarding price(s), rate(s), and calculations are at my own risk.
- (iv) My offer remains binding upon me and open for acceptance by NRF Corporate during the validity period indicated and calculated from the closing time of bid invitation.
- (v) Should the tender be awarded to me, I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me in terms of this document as the principal liable for the due fulfilment of the subsequent contract conditions.
- (vi) During the bidding period I did not have access to any proprietary information of SAIAB or the NRF, or any other matter that may have unfairly placed our bid in a preferential position in relation to any of the other bidder(s).
- (vii) I confirm that I am duly authorised to sign this offer/ bid response.

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)

ANNEXURE 1 - ELECTRONIC BID SUBMISSION – GUIDELINE FOR BIDDERS

This document serves the purpose of providing the bidder with guidelines and prescripts on how to submit their bids to the NRF via e-mail.

Conditions for electronic submissions: This section does not apply to soft copies requested on manual submissions. It applies when email submissions are permitted. In circumstances where they are advisable, the business unit needs to ensure that they have appropriate controls and processes in place, such as:³

- Valid process of ensuring that bidder's electronic signatures complies with legislation such as The Electronic Communications and Transactions Act, 25 of 2002 (the ECT Act),
- System records exact time and date of submission in a manner that provides appropriate probity to stakeholders such as auditors,
- System to prevent unauthorised access and system to show if infringement,
- System of authorised persons to set / change dates for opening data received,
- System allows simultaneous communication,
- System of record-keeping meets legislative requirements such as The National Archives and Records Service of South Africa Act (Act. No. 43 of 1996, as amended).

Prescripts

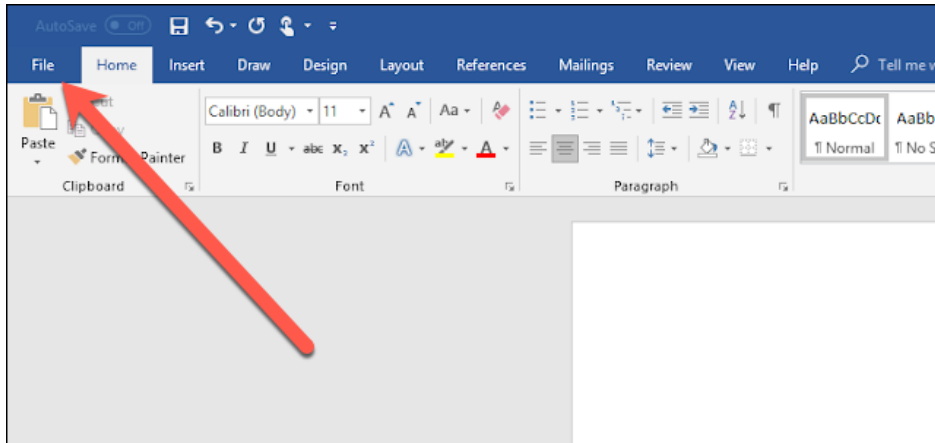
- All files must be submitted in pdf format unless otherwise stated.
- Pricing submission (including any SBDs where bidder's price is quoted) must be password protected and submitted as a separate file.
- **Two envelope system:** All bidders documents must be submitted to the email address specified on the NRF bid document and however the password to the password-protected pricing file must be submitted to a separate email stated in the email specified in the bid document.
- The NRF email size limit is 4MB, bidder must ensure that their submission is no bigger than this limit.
 - Your files must be Zipped to ensure that your submission is in line with the email size limit
- Timeline for submitting password to NRF
 - The password for pricing file must **not** be submitted before the bid closes.
 - The password may be submitted 1 minute after bid closure and no later than 2 days post bid closure. Failure to submit within 2 days may lead to bid being unable to be evaluated thus rendering them unresponsive.
- The subject of your email quote verbatim the bid name in the exact words provided in the NRF bid document.

Guidelines

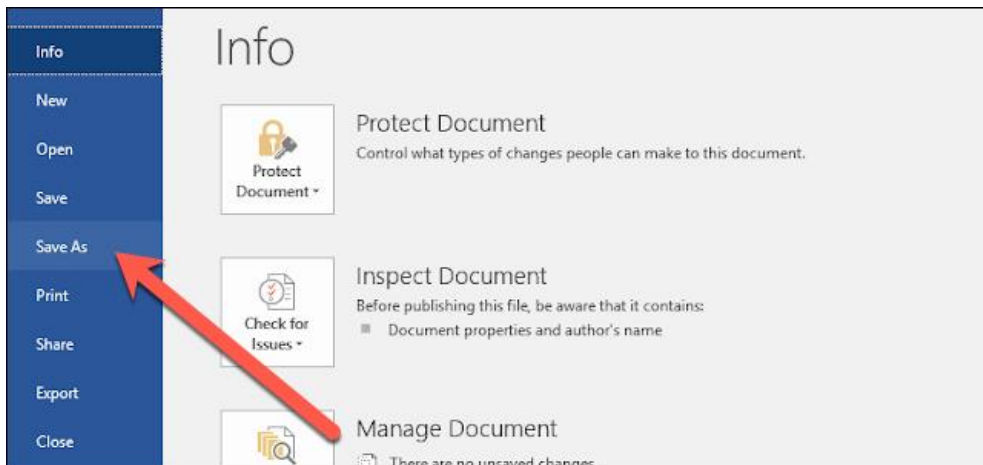
³ SANS 10845-1 paragraph 4.7

Converting to pdf

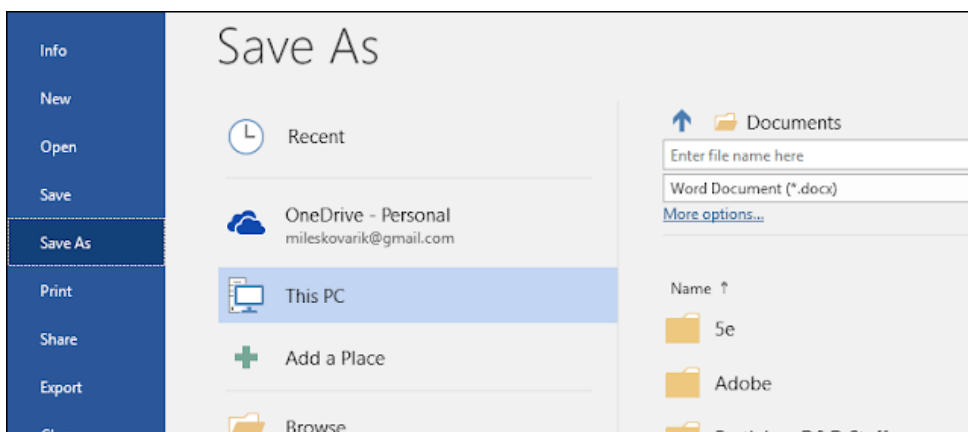
- If you have the desktop version of Microsoft Word, the easiest way to convert your document to PDF is right in Word itself.
- Open the document you want to convert, and then click the “File” tab.



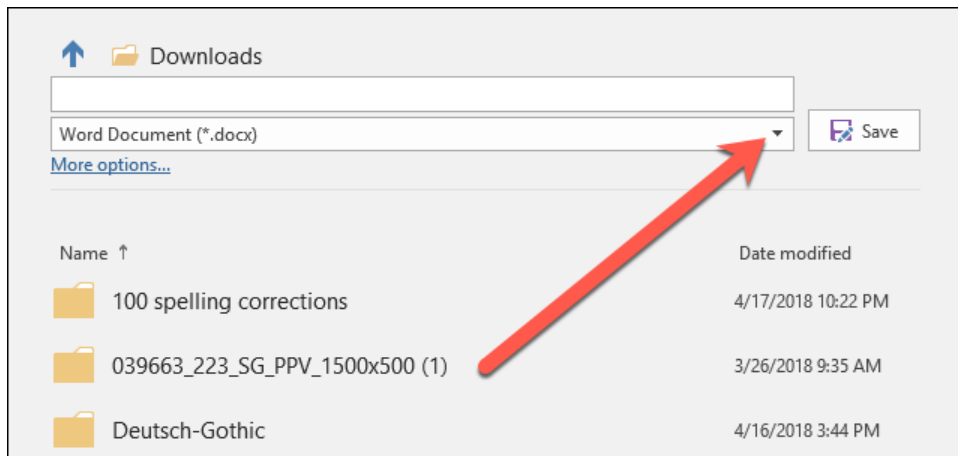
- On the backstage screen, select “Save As” from the list on the left.



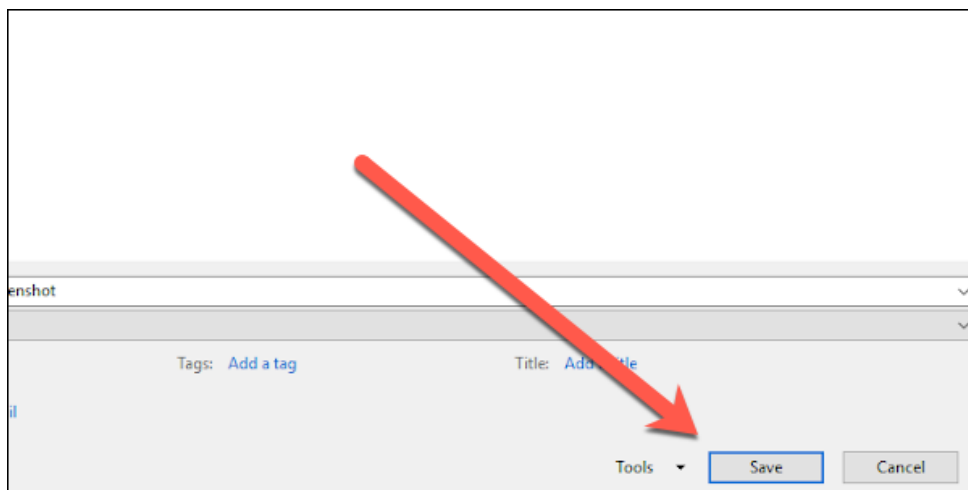
- On the Save As screen, select where you would like the PDF to be saved (OneDrive, This PC, a particular folder, or wherever).



- Next, click the dropdown arrow on the right side of the “Save as type” box, and select “PDF (*.pdf)” from the dropdown menu.



- If you want to, you can change the filename at this time. When you’re ready, click the “Save” button.

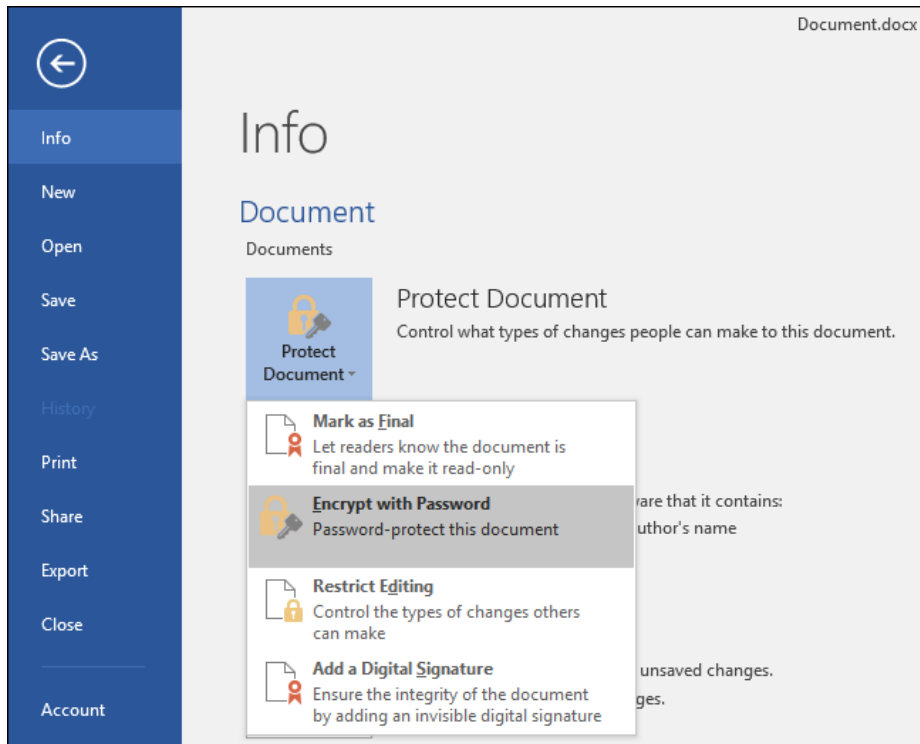


- After saving the PDF, you’ll be returned to your Word document, and the new PDF will open automatically in your default PDF viewer.

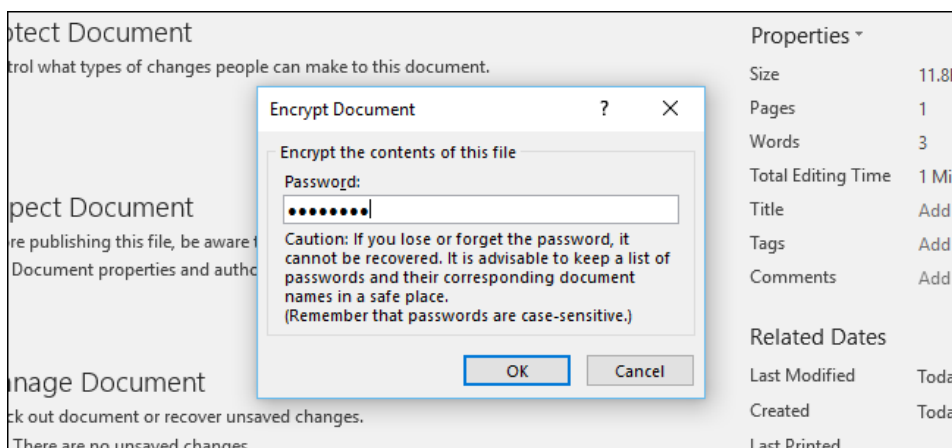
Password protecting files

- To password protect an Office document, first open it in Word, Excel, PowerPoint, or Access. Click the “File” menu at the top-left corner of the screen. On the Info pane, click the “Protect Document” button and select “Encrypt with Password.”
- The button is only named “Protect Document” in Microsoft Word, but it’s named something similar in other apps. Look for “Protect Workbook” in Microsoft Excel and “Protect Presentation” in Microsoft PowerPoint. In Microsoft Access, you’ll just see an “Encrypt with Password” button on the Info tab. The steps will otherwise work the same.

- NOTE: If you only want to restrict editing of the document, you can choose “Restrict Editing” here, but as we said, that is not very secure and can easily be bypassed. You’re better off encrypting the entire document, if you can.

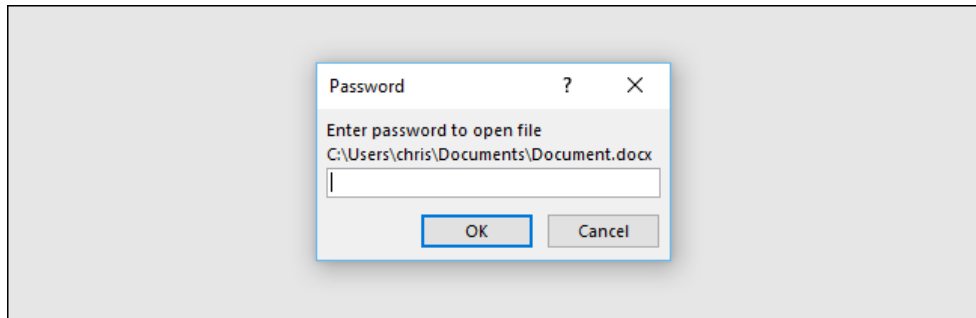


- Enter the password you want to encrypt the document with. You’ll want to choose a good password here. Weak passwords can be easily guessed by cracking software if someone gains access to the document.
- **Warning:** You’ll lose access to the document if you ever forget your password, so keep it safe! Microsoft advises you write down the name of the document and its password and keep it in a safe place.



- When a document is encrypted, you’ll see the “A password is required to open this document” message on the Info screen.

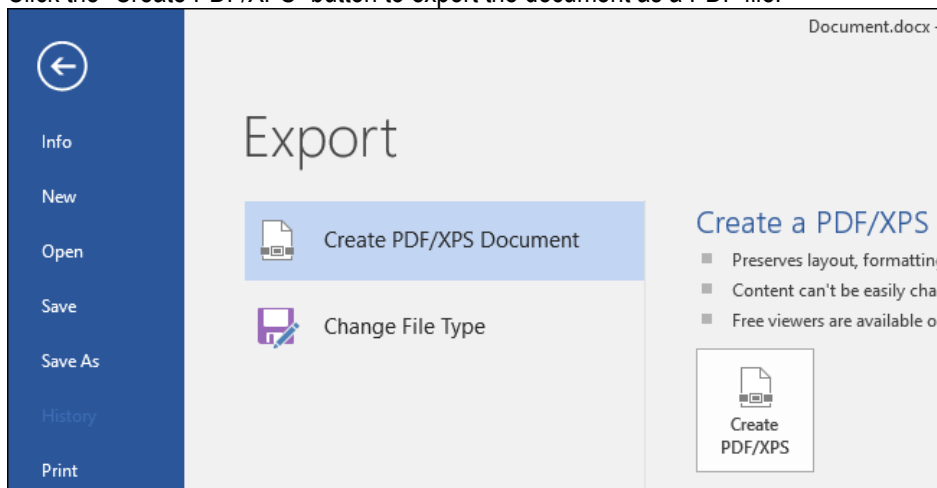
- The next time you open the document, you'll see an "Enter password to open file" box. If you don't enter the correct password, you won't be able to view the document at all.



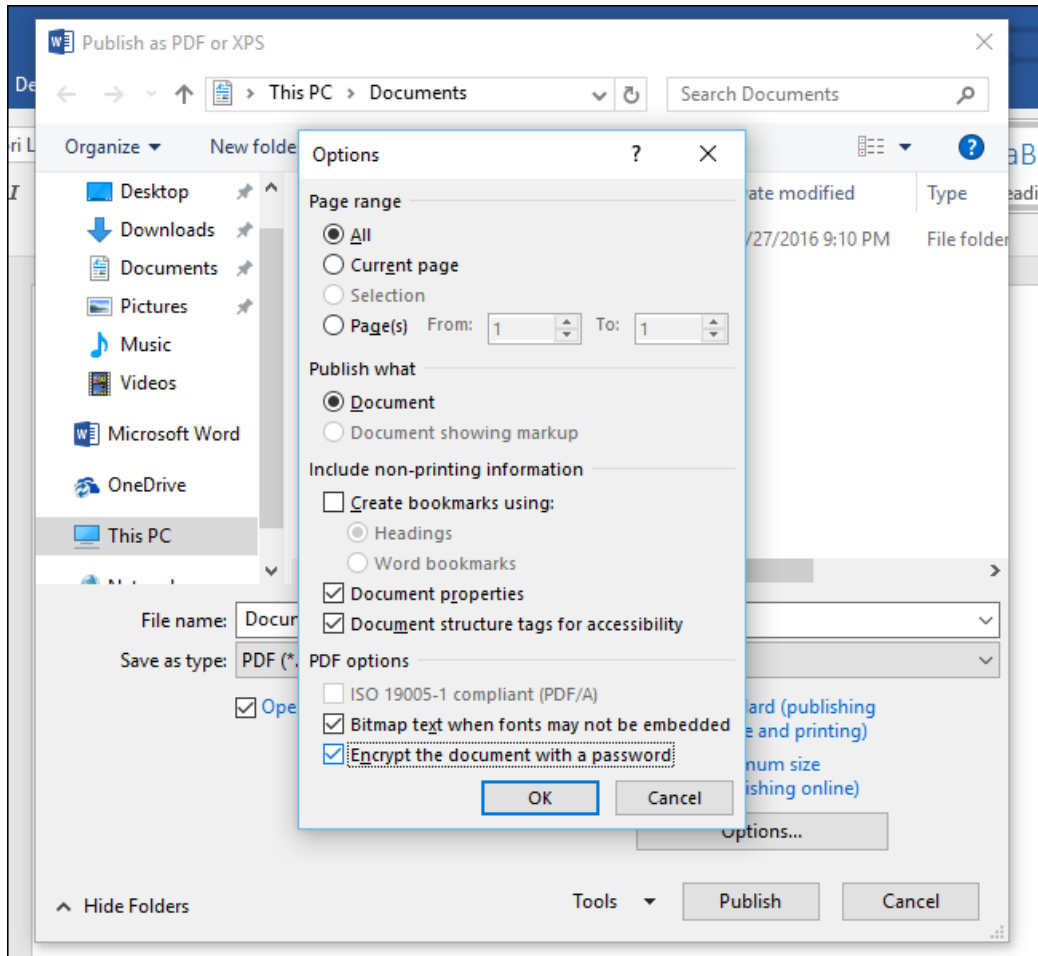
- To remove the password protection from a document, click the "Protect Document" button and select "Encrypt with Password" again. Enter a blank password and click "OK." Office will remove the password from the document.

How to Create a Password Protected PDF File

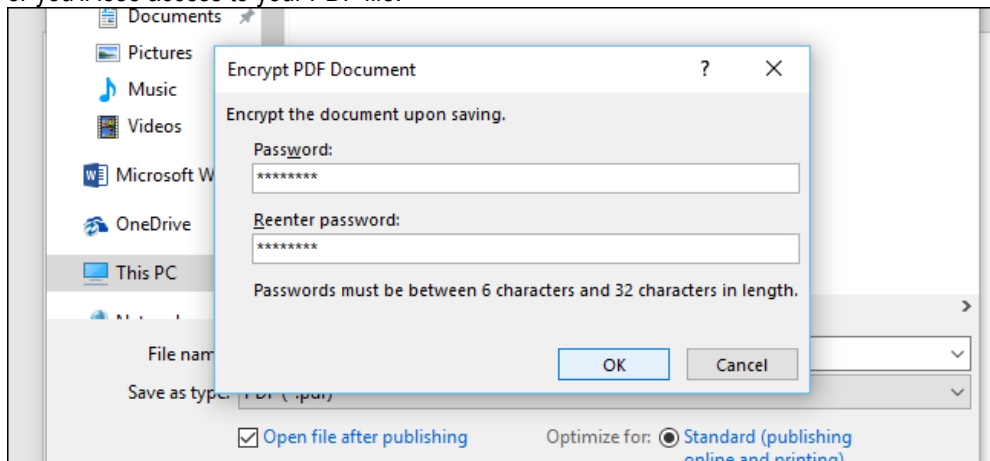
- You can also export an Office document to a PDF file and password protect that PDF file. The PDF document will be encrypted with the password you provide. This works in Microsoft Word but not Excel, for some reason.
- To do this, open the document in Microsoft Word, click the "File" menu button, and select "Export." Click the "Create PDF/XPS" button to export the document as a PDF file.



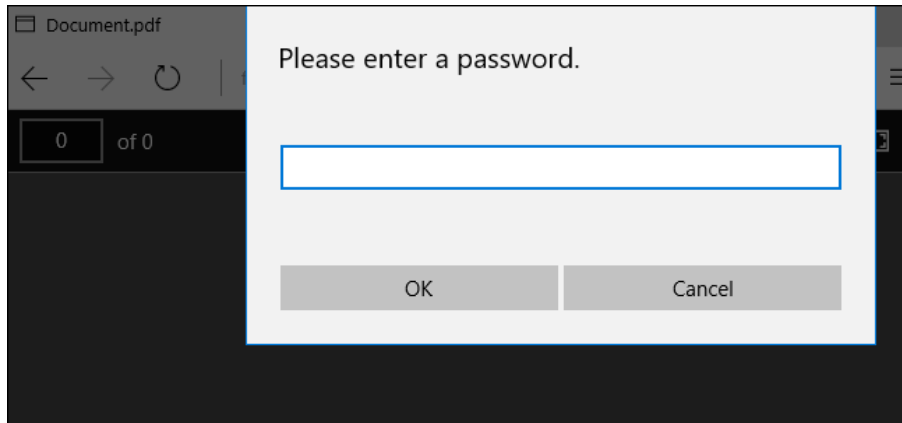
- Click the "Options" button at the bottom of the save dialog window that appears. At the bottom of the options window, enable the "Encrypt the document with a password" option and click "OK."



- Enter the password you want to encrypt the PDF file with and then click “OK.”
- When you’re done, enter a name for the PDF file and click the “Publish” button. Office will export the document to a password-protected PDF file.
- **Warning:** You won’t be able to view the PDF file if you forget the password. Be sure to keep track of it or you’ll lose access to your PDF file.



- You’ll have to enter the PDF file’s password when you open it. For example, if you open the PDF file in Microsoft Edge–Windows 10’s default PDF viewer–you’ll be asked to enter the password before you can view it. This also works in other PDF readers.



Zipping your files.

- Put all the files into a new folder
- Right-click on the folder to be sent
- Select "Send To" and then click "Compressed (Zipped) folder"
- The files will start compressing
- After the compression process is complete, attach the compressed file with the extension .zip to your email.

Keeping passwords safe.

We recommend that you store the password either as a note on a hardcopy document which is then filed or stored safely or a softcopy that is saved in the bid response folder once the bid has been submitted or in line with your document management policy.