

REQUEST FOR PROPOSAL [RFP] [SERVICES]

FOR THE STRATEGIC REVIEW OF THE EQUALISATION FUND ON A ONCE OFF PERIOD

RFP NUMBER: CEF/Strategic Review of the Equalisation Fund/06/14

ISSUE DATE: 08 June 2014

CLOSING DATE: 09 July 2014

CLOSING TIME: 12:00

TENDER VALIDITY PERIOD: 90 days from the Closing Date

SPECIMEN

SCHEDULE OF TENDER DOCUMENTS



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LIST OF ACRONYMS

B-BBEE	Broad-Based Black Economic Empowerment
DoE	Department of Energy
EME	Exempted Micro Enterprise
GTC	General Tender Conditions
ID	Identity Document
JV	Joint Venture
LOA	Letter of Award
NDA	Non-Disclosure Agreement
PPPFA	Preferential Procurement Policy Framework Act
PTN	Post-Tender Negotiations
QSE	Qualifying Small Enterprise
RFP	Request for Proposal
SME	Small Medium Enterprise
SOC	State Owned Company
VAT	Value-Added Tax
ZAR	South African Rand

SPEC

**RFP FOR THE PROVISION OF
THE STRATEGIC REVIEW OF THE EQUALISATION FUND
ON A ONCE OFF PERIOD**

Part 1 : NOTICE TO TENDERERS

1 INVITATION TO TENDER

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

1.1 DESCRIPTION

RFP for the provision of a strategic review of the Equalisation Fund on a once-off period

1.2 TENDER FEE AND BANKING DETAILS

R200 [inclusive of VAT] per set. Payment is to be made as follows:

Bank : Absa Bank
Account Number : 100771187
Branch : Absa Benmore GDN
Branch code : 630637
Account Name : CEF (SOC) Ltd
Reference : CEF/SREF/06/2014

NOTE – This amount is not refundable. A receipt for such payment made must be presented when collecting the RFP documents and submitted thereafter with your Proposal.

Payment must be effected prior to the deadline for collection. Pursuant to this requirement, should a third party [such as a courier] be instructed to collect RFP documents on behalf of a Tenderer, please ensure that this person [the third party] has a “proof of payment” receipt for presentation to CEF (SOC) Ltd when collecting the RFP documents.

1.3 INSPECT TENDER DOCUMENTS FROM

Specimen RFP document can be inspected on CEF (SOC) Ltd's website at www.cefgroup.co.za/tenders. No tender documents will be e-mailed and/ or couriered to potential tenders.

1.4 COLLECT TENDER DOCUMENTS FROM

The Logistics Department,
152 Ann Crescent, Upper Grayston Office Park
Block C, CEF House, Ground Floor
Strathavon, Sandton, Johannesburg

1.5 ISSUE DATE AND COLLECTION DATE DEADLINE

The RFP documents will be issued from the 10 June 2014 until 4 July 2014 at the above address as indicated on 1.4 between 09:30 and 16:00 weekdays only.

1.6 BRIEFING SESSION MEETING

A formal briefing session meeting will not be held but should Tenderers have specific queries they should email these to the CEF (SOC) Ltd employee(s) indicated in No. 5 [Communication] below.

1.7 CLOSING DATE

The RFP will close on Wednesday 9 July 2014 at 12h00 (CAT). Tenderers must ensure that tenders are delivered timeously to the correct address.

As a general rule, if a Tender is late or delivered to the incorrect address, it will not be accepted for consideration.

Any additional information or clarification will be faxed or emailed to all Tenderers, if necessary.

1.8 EXTENSION TO CLOSING DATE

As a general rule no extension to the closing date of the RFP shall be granted. Request and full motivation for the extension to the closing date must be submitted in writing to the designated Procurement contact person indicated on this RFP five (5) days prior to the closing date of the RFP. Any such extension shall be granted or rejected at the sole discretion of CEF (SOC) Ltd to provide reasons for the decision made.

2 PROPOSAL SUBMISSION

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

Envelop 1- Technical Tenders Response, and

Envelop 2 - Commercial Tender Response (including administration documents and pricing schedule)

AND

1 Compact Disc (CD) in a readable format comprising both technical and commercial tender responses in a sequential form.

Proposals must be submitted in sealed envelopes addressed as follows:

CEF (SOC) Ltd

152 Ann Crescent, Upper Grayston Office Park

Block C, CEF House, Ground Floor

Strathavon, Sandton, Johannesburg

RFP No: CEF/Strategic Review for the Equalisation Fund/06/2014

Description: Provision of the Strategic Review for the Equalisation Fund

Closing date and time: 09 July 2014 at 12h00

Closing address: 152 Ann Crescent, Upper Grayston Office Park
Block C, CEF House, Ground Floor
Strathavon, Sandton, Johannesburg

3 DELIVERY INSTRUCTIONS FOR RFP

3.1 Delivery by hand

If delivered by hand, the envelope must be deposited in the CEF (SOC) Ltd tender box which is located at 152 Ann Crescent, Upper Grayston Office Park, Block C, CEF House, Ground Floor, Strathavon, Sandton, Johannesburg, and must be addressed as above:

3.1.1 It should also be noted that the above tender box is accessible to the public between 07h00 and 16h00 week days only.

3.2 Dispatch by courier

If dispatched by courier, the envelope must be addressed as above and delivered to the above address

3.3 If Submissions are not delivered as stipulated herein, such Submissions will not be considered.

3.4 No email or faxed Submissions will be considered, unless otherwise stated herein.

3.5 The Submissions to this RFP will be opened as soon as possible after the closing date and time. CEF (SOC) Ltd shall not, at the opening of Submissions, disclose to any other company any confidential details pertaining to the Proposals / information received, i.e. pricing, delivery, etc. The names and locations of the Tenderers will be divulged to other Tenderers upon request.

3.6 Envelopes must not contain documents relating to any RFP other than that shown on the envelope.

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

CEF (SOC) Ltd fully endorses and supports the Government's objective of Broad-Based Black Economic Empowerment and it is strongly of the opinion that all South African business enterprises have an equal obligation to redress the imbalances of the past.

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

4.1 B-BBEE Scorecard and Rating

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

- the 80/20 system for requirements with a Rand value of up to R1,000,000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R1,000,000 (all applicable taxes included).
- Tenderers are to note that if the 80/20 preference point system is stipulated in this RFP and all Tenders received exceed R1,000,000.00, the RFP must be cancelled. Similarly, if the 90/10 preference point system is stipulated in this RFP and all Tenders received are equal to or below R1,000,000.00, the RFP must be cancelled.

The value of this Tender is estimated to exceed R1,000,000 (all applicable taxes included); and therefore the **90/10** system shall be applicable.

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

The Department of Trade and Industry recently revised the Codes of Good Practice on 11 October 2013 [Government Gazette No. 36928]. The Revised Codes will replace the Black Economic Empowerment Codes of Good Practice issued on 9 2007. The Revised Codes provide for a one year transitional period starting 11 October 2013. During the transitional period, companies may elect to be measured

in terms of the Revised Codes or the 2007 version of the Codes. After the first year of the implementation of the Revised Codes, B-BBEE compliance will be measured in terms of the Revised Codes without any discretion. Companies which are governed by Sector-specific Codes will be measured in terms of those Sector Codes.

As such, CEF (SOC) Ltd will accept B-BBEE certificates issued based on the Revised Codes. CEF (SOC) Ltd will also continue to accept B-BBEE certificates issued in terms of the 2007 version of the Codes provided it was issued before 10 October 2014. Thereafter, CEF (SOC) Ltd will only accept B-BBEE certificates issued based on the Revised Codes.

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

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

4.2 B-BBEE Joint Ventures or Consortiums

Tenderers who would wish to respond to this RFP as a Joint Venture [JV] or consortium with B-BBEE entities, must state their intention to do so in their RFP submission. Such Tenderers must also submit a signed JV or consortium agreement between the parties clearly stating the percentage [%] split of business and the associated responsibilities of each party. If such a JV or consortium agreement is unavailable, the partners must submit confirmation in writing of their intention to enter into a JV or consortium agreement should they be awarded business by CEF (SOC) Ltd through this RFP process. This written confirmation must clearly indicate the percentage [%] split of business and the responsibilities of each party. In such cases, award of business will only take place once a signed copy of a JV or consortium agreement is submitted to CEF (SOC) Ltd.

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

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

4.3 Subcontracting

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

If contemplating subcontracting, please note that a Tenderer will not be awarded points for B-BBEE if it is indicated in its Proposal that such Tenderer intends subcontracting more than 25% [twenty-five per cent] of the value of the contract to an entity/entities that do not qualify for at least the same points that the Tenderer qualifies for, unless the intended subcontractor is an EME with the capability to execute the contract.

A person awarded a contract may not subcontract more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.

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

5 COMMUNICATION

- 5.1 For specific queries relating to this RFP, the dedicated CEF (SOC) Ltd employee is Nthabiseng Mashao and can be contacted at nthabisengm@cefgroup.co.za. **Any correspondence with regard to this RFP must be in writing to the provided e-mail address only.** In the interest of fairness and transparency CEF (SOC) Ltd's response to such a query will then be made available to the other Tenderers who have collected RFP documents. For this purpose CEF (SOC) Ltd will communicate with Tenderers using the contact details provided to the Logistics Department on issue of the Tender documentation to the Tenderer. Kindly ensure that you provide the Logistics Department with the **correct** contact details, as CEF (SOC) Ltd will not accept responsibility for being unable to contact a Tenderer who provided incorrect contact details.
- 5.2 After the closing date of the RFP, a Tenderer may only communicate with the Procurement Department, specific person for this RFP on any matter relating to its RFP Proposal.
- 5.3 Tenderers are to note that changes to its submission will not be considered after the closing date.

Tenderers are warned that a Proposal will be liable to disqualification should any attempt be made by a Tenderer either directly or indirectly to canvass any officer or employee of CEF (SOC) Ltd in respect of this RFP between the closing date and the date of the award of the business. Furthermore, Tenderers found to be in collusion with one another will be automatically disqualified and restricted from doing business with CEF (SOC) Ltd in the future.

6 INSTRUCTIONS FOR COMPLETING THE RFP

- 6.1 Proposals must be submitted as an original (1 envelope for technical tender response and 1 envelope for commercial tender response) and 1 CD.
- 6.2 All sets of documents are to be submitted to the address specified above.
- 6.3 **All returnable documents tabled in the Proposal Form [Part 4] must be returned with your Proposal.**
- 6.4 Unless otherwise expressly stated, all Proposals furnished pursuant to this RFP shall be deemed to be offers. Any exceptions to this statement must be clearly and specifically indicated.

7 COMPLIANCE

The successful Tenderer [hereinafter referred to as the **[Service Provider]**] shall be in full and complete compliance with any and all applicable laws and regulations.

8 REPUDIATIONS

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

- 8.1 Modify the RFP's Services and request Tenderers to re-Tender on any such changes;
- 8.2 Reject any Proposal which does not conform to instructions and scope of work which are detailed herein;
- 8.3 Disqualify Proposals submitted after the stated submission deadline [Closing Date];
- 8.4 Not necessarily accept the lowest priced Proposal or an alternative Tender;
- 8.5 Reject all Proposals, if it so decides;
- 8.6 Withdraw the RFP on good cause shown;
- 8.7 Award a contract in connection with this Proposal at any time after the RFP's closing date;

- 8.8 Award a contract for only a portion of the proposed Services which are reflected in the scope of this RFP;
- 8.9 Split the award of the contract between more than one Service Provider; or
- 8.10 Make no award of a contract.

In addition, CEF (SOC) Ltd reserves the right to exclude any Tenderer from the Tendering process who has been found guilty of a serious breach of law during the preceding 5 [five] years, including but not limited to breaches of the Competition Act 89 of 1998. Tenderers are required to declare such serious breach of law during the past 5 [five] years *in Part 12 [Breach of Law]*.

Furthermore, CEF (SOC) Ltd reserves the right to visit the Tenderer's place of manufacture and/or workshop and/or office premises during this RFP process.

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

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

CEF (SOC) Ltd reserves the right to lower the threshold for Technical by **10%** [ten percent] if no Tenderers pass the predetermined minimum threshold in respect of Technical.

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

9 LEGAL REVIEW

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

**RFP FOR THE PROVISION OF
A STRATEGIC REVIEW FOR THE EQUALISATION FUND
ON A ONCE OFF PERIOD**

Part 2 : BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS

1 BACKGROUND OF THE EQUALISATION FUND

The Equalisation Fund was established after the Minister of Minerals and Energy imposed a levy based on retail sales of petroleum products starting from January 1979. Activities of the Fund include the aim to eliminate unnecessary fluctuations in the retail price of liquid fuels and afford tariff protection to the synthetic fuels industry.

The Public Finance Management Act (PFMA) requires the Directors of CEF (SOC) Ltd to ensure that the Equalisation Fund keeps full and proper records of its financial affairs. The annual financial statements should fairly present the state of affairs of the Equalisation Fund, its financial results and its financial position at the end of the year in terms of the effective Standards of Generally Recognised Accounting Practices (GRAP).

2 EXECUTIVE OVERVIEW

CEF (SOC) Ltd is a State Owned Company, incorporated in terms of the Companies Act and is governed by the CEF Act No. 38 of 1977. The Purpose of the CEF Group is to give effect to the objectives of the Central Energy Fund which are primarily that moneys paid under the fund shall be utilised in accordance with directions of the Minister of the Department of Energy for the financing and promotion of:

- The acquisition of coal, the exploitation of coal deposits, the manufacture of liquid fuel, oil and other products from coal, the marketing of the said products and any matter connected with the said acquisition, exploitation, manufacture and marketing;
- The acquisition, generation, manufacture, marketing or distribution of any other forms of energy and research connected therewith;
- Any other object for which the fund may be applied, and which has been designated or approved by the said Minister with the concurrence of the Minister of Finance

CEF (SOC) Ltd is the holding company for a number of subsidiaries, which constitute the CEF Group of companies. CEF (SOC) Ltd focus is to provide an oversight role as a holding company as well as to provide strategic direction and guidance.

Some of the notable subsidiaries within the group are as follows:

- The Petroleum Oil and Gas Corporation of South Africa (PetroSA)
- Strategic Fuel Fund (SFF)
- African Exploration Mining and Finance Corporation (SOC) Ltd (AE)
- South African Agency for Promotion of Petroleum Exploration (SOC) Ltd
- South African Gas Development Company (SOC) Ltd

CEF (SOC) Ltd would like to engage the services of a suitably qualified and experienced strategy and business processes management consultant to review the current operating model of the Equalisation Fund and make recommendations to the CEF (SOC) Ltd Board of Directors on how the fund can be best structured in order to meet the legislative requirements.

3 SCOPE OF REQUIREMENTS

3.1 The Scope of this assignment will be to review the legislative and King III requirements as it applies to the Equalisation Fund and recommend the appropriate operating model to CEF (SOC) Ltd and Department of Energy (“DOE”).

The recommended strategy for this project is to appoint a consultant who will:

3.1.1 Review the current structure (people, process and systems) in place to support Equalisation Fund in CEF (SOC) Ltd and Department of Energy (DoE);

3.1.2 Review compliance with Public Finance Management Act (PFMA), Central Energy Fund Act, Companies Act, King III, Corporate Governance and Treasury Regulations;

3.1.3 Review of the existing Service Level Agreement (SLA) between CEF (SOC) Ltd and DoE and recommend changes;

3.1.4 Analyse Auditor General (AG) audit findings and recommend on how it can be addressed; and

3.1.5 Recommend the appropriate operating model for the Equalisation Fund which includes high level processes and structures.

4 GENERAL SERVICE PROVIDER OBLIGATIONS

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

5 EXCHANGE AND REMITTANCE

The attention of the Tenderers is directed to *[Exchange and Remittance]* of the General Tender Conditions appended hereto. If CEF (SOC) Ltd is requested by the Tenderer to effect payment overseas direct to the Tenderer's principal or service provider, which is not a registered South African Company please complete the details below, using the rate of exchange published by the South African Reserve Bank 7 [seven] calendar days before the closing date of this RFP:

- 5.1 ZAR 1.00 [South African currency] being equal to _____ *[foreign currency]*
- 5.2 _____ % in relation to tendered price(s) to be remitted overseas by CEF (SOC) Ltd
- 5.3 _____ *[Name of country to which payment is to be made]*
- 5.4 Beneficiary details:
- Name *[Account holder]* _____
- Bank *[Name and branch code]* _____
- Swift code _____
- Country _____
- 5.5 _____ *[Applicable base date of Exchange Rate used]*

Tenderers should note that CEF (SOC) Ltd would prefer to receive fixed price offers expressed in South African Rand [ZAR].

6 SERVICE LEVELS

- 6.1 An experienced national account representative(s) is required to work with CEF (SOC) Ltd's procurement department. [No sales representatives are needed for individual department or locations]. Additionally, there shall be a minimal number of people, fully informed and accountable for this agreement.
- 6.2 CEF (SOC) Ltd will have reviews with the Service Provider's account representative on an on-going basis.

- 6.3 CEF (SOC) Ltd reserves the right to request that any member of the Service Provider's team involved on the CEF (SOC) Ltd account be replaced if deemed not to be adding value for CEF (SOC) Ltd.
- 6.4 The Service Provider guarantees that it will achieve a 95% [ninety-five per cent] service level on the following measures:
 - a) Random checks on compliance scope of requirements
 - b) On-time deliverables
- 6.5 The Service Provider must provide a telephone number for customer service calls.
- 6.6 Failure of the Service Provider to comply with stated service level requirements will give CEF (SOC) Ltd the right to cancel the contract in whole, without penalty to CEF (SOC) Ltd, giving 30 [thirty] days' notice to the Service Provider of its intention to do so.

Acceptance of Service Levels:

YES	NO
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7 RISK

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

7.1 Quality of Services Rendered :

7.2 Continuity of the provision of Services:

7.3 Compliance with the Occupational Health and Safety Act, 85 of 1993:

8 REFERENCES

Please provide a minimum of five reference letters of previous and/or existing customers whom CEF (SOC) Ltd may contact to seek third party evaluation of your service level

9 EVALUATION METHODOLOGY

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

- Stage 1 :** Administrative Response
- Stage 2 :** Substantive Response
- Stage 3 :** 80% Minimum Threshold for Technical/Functionality
- Stage 4 :** Weighted Scoring (Price and B-BBEE)
- Stage 5:** Post Tender Negotiations (if applicable) requesting Tenderers to provide best and final offer. Final evaluation in terms of 90/10 preference point system for final award of contract.

9.1 STAGE ONE: Test for Administrative Responsiveness

The test for administrative responsiveness will include the following:

Administrative responsiveness check
<ul style="list-style-type: none">• Whether the Tender has been received on time
<ul style="list-style-type: none">• Whether all Returnable Documents were completed and returned by the closing date and time
<ul style="list-style-type: none">• Verify the validity of all returnable documents

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

9.2 STAGE TWO: Test for Substantive Responsiveness to RFP

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

Check for substantive responsiveness
<ul style="list-style-type: none"> Whether any general pre-qualification criteria set by CEF (SOC) Ltd, have been met
<ul style="list-style-type: none"> Whether the Tender contains a priced offer
<ul style="list-style-type: none"> Whether the Tender materially complies with the scope and/or specification given

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

9.3 STAGE THREE : Minimum Threshold 80% for Technical / Functionality Criteria

The test for the Technical and Functional threshold will include the following:

Minimum Technical Threshold 80%			
Technical Evaluation Criteria			
Technical Information	Proof of Document	Scoring Allocation	Weighting Percentage
Technical Expertise (the two key members MUST form part of the proposed team)			30%
Experience of two key members in business process reengineering in the Public Sector (Companies Act, King III Report, Corporate Governance Public Finance Management Act, Treasury Regulations etc) > 10 years experience > 5 years but < 10 years experience 5 years experience > 2 years but < 5 years experience < 2 years experience	Curriculum Vitae	 5 4 3 2 1	

Technical Information	Proof of Document	Scoring Allocation	Weighting Percentage
Finance Expertise			25%
Advance financial working knowledge in public sector financial processes > 10 years experience > 5 years but < 10 years experience > 5 years experience > 2 years but < 5 years experience < 2 years experience	List of Finance Projects successfully completed	5 4 3 2 1	10%
Technical accounting experience in the Public sector > 10 years experience > 5 years but < 10 years experience > 5 years experience > 2 years but < 5 years experience < 2 years experience	List of accounting Projects successfully completed	5 4 3 2 1	15%
Professional Qualifications for the two key members (the two key members MUST form part of the proposed team)			25%
1. Accountancy qualification – Qualified Chartered Accountants (CA) 2. Business qualification - Master of Business Administration (MBA) MBA and CA qualifications with extensive experience in public sector Only MBA/CA qualification with extensive experience in public sector Only MBA/CA qualification without	Certificates	5 4 3	

extensive experience in public sector			
Technical Information	Proof of Document	Scoring Allocation	Weighting Percentage
Audit Expertise			15%
Two key members of the team should have audit experience to recommend and provide input on audit issues >10 years audit experience >7 but < 10 years audit experience >5 but < 7 years audit experience >3 but < 5 years audit experience 3 year audit experience	Curriculum Vitae	5 4 3 2 1	
References			5%
Firm References 5 and more Reference letters 4 Reference Letters 3 Reference Letters 2 Reference Letters 1 Reference letter	Reference Letters	5 4 3 2 1	

The following applicable values will be utilised when scoring each criterion mentioned above:

Points	Interpretation
0	Non Responsive
1	Poor
2	Average
3	Good
4	Very good
5	Excellent

9.4 STAGE FOUR: Evaluation and Final Weighted Scoring

a) **Price Criteria** [Weighted score 90 points]:

CEF (SOC) Ltd will utilise the following formula in its evaluation of Price:

$$PS = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where:

P_s = Score for the Tender under consideration

P_t = Price of Tender under consideration

P_{min} = Price of lowest acceptable Tender

b) **Broad-Based Black Economic Empowerment criteria** [Weighted score 10 points]

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

9.5 SUMMARY: Applicable Thresholds and Final Evaluated Weightings

Thresholds	Minimum Percentage [%]
Technical / functionality	80

Evaluation Criteria	Final Weighted Scores
Price	90
B-BBEE - Scorecard	10
TOTAL SCORE:	100

9.6 STAGE FIVE : Post Tender Negotiations (if applicable)

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

**RFP FOR THE PROVISION OF
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Part 3 : PRICING SCHEDULE

Tenderers are required to complete the table below:

Ref No	Description of Service	No of Resources	Estimated Hours	Hourly Rate	TOTAL PRICE OF ACTIVITY [ZAR]
1	Current Model Review			
2	Gap Analysis			
3	High level value stream design			
4	Recommendations			
TOTAL PRICE, inclusive of VAT:					

Notes to Pricing:

- a) Prices must be quoted in South African Rand, inclusive of VAT
- b) Prices quoted must be held valid for a period of 90 days from closing date of this RFP
- c) To facilitate like-for-like comparison Tenderers must submit pricing strictly in accordance with this pricing schedule and not utilise a different format. Deviation from this pricing schedule could result in a Tender being declared non responsive.
- d) Please note that should you have offered a discounted price(s), CEF (SOC) Ltd will only consider such price discount(s) in the final evaluation stage if offered on an unconditional basis.

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Part 4 : PROPOSAL FORM

I/We _____

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

of *[full address]*

carrying on business trading/operating as _____

represented by _____

in my capacity as _____

being duly authorised thereto by a Resolution of the Board of Directors or Members or Certificate of Partners, as per Part 5 of this RFP (a copy of which is annexed hereto) hereby offer to provide the abovementioned Services at the prices quoted in the schedule of prices in accordance with the terms set forth in the documents listed in the accompanying schedule of RFP documents.

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

- (i) Terms and Conditions of Contract - Services; to be provided with the proposed contract to the successful service provider;
- (ii) General Tender Conditions – Services; and
- (iii) any other standard or special conditions mentioned and/or embodied in this Request for Proposal.

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

Should CEF (SOC) Ltd decide that a formal contract should be signed and so inform me/us in a letter of award/appointment [the **Letter of Appointment**], this Proposal [and, if any, its covering letter and any subsequent exchange of correspondence] together with CEF (SOC) Ltd's Letter of Award/Appointment, shall constitute a binding contract between CEF (SOC) Ltd and me/us until the formal contract is signed.

I/We further agree that if, after I/we have been notified of the acceptance of my/our Proposal, I/we fail to enter into a formal contract if called upon to do so, or fail to commence the provision

of Services within 4 [four] weeks thereafter, CEF (SOC) Ltd may, without prejudice to any other legal remedy which it may have, recover from me/us any expense to which it may have been put in calling for Proposals afresh and/or having to accept any less favourable Proposal.

I/We accept that any contract resulting from this offer will be for a once off period. Furthermore, I/we agree to a penalty clause/s to be negotiated with CEF (SOC) Ltd, which will allow CEF (SOC) Ltd to invoke a penalty against us for non compliance with material terms of this RFP including the delayed provision of the Services due to non-performance by ourselves, failure to meet B-BBEE Improvement Plan commitments. In addition, I/we agree that non compliance with any of the material terms of this RFP, including those mentioned above, will constitute a material breach of contract and provide CEF (SOC) Ltd with cause for cancellation.

ADDRESS FOR NOTICES

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

Tenderer to indicate the details of its *domicilium citandi et executandi* hereunder:

Name of Entity: _____

Facsimile: _____

Address: _____

NOTIFICATION OF AWARD OF RFP

As soon as possible after approval to award the contract(s), the successful Tenderer [**the Service Provider**] will be informed of the acceptance of its Proposal. Unsuccessful Tenderers will be advised in writing of the name of the successful Service Provider and the reason as to why their Proposals have been unsuccessful, for example, in the category of price, delivery period, quality, B-BBEE status or for any other reason.

VALIDITY PERIOD

CEF (SOC) Ltd requires a validity period of 90 [ninety] from closing date [9 July 2014] against this RFP.

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

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

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

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

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

CONFIDENTIALITY

All information related to this RFP is to be treated with strict confidence. In this regard Tenderers are required to complete and return a signed copy of Certificate of Acquaintance with the Non-Disclosure Agreement [Appendix (ii)]. All information related to a subsequent contract, both during and after completion thereof, will be treated with strict confidence. Should the need however arise to divulge any information gleaned from provision of the Services, which is either directly or indirectly related to CEF (SOC) Ltd's business, written approval to divulge such information must be obtained from CEF (SOC) Ltd.

RETURNABLE DOCUMENTS

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

a) Mandatory Returnable Documents

Failure to provide all mandatory Returnable Documents at the closing date and time of this tender will result in a Tenderer's disqualification. Tenderers are therefore urged to ensure that all these Documents are returned with their Proposals.

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

MANDATORY RETURNABLE DOCUMENTS	SUBMITTED [Yes/No]
PART 3 : Pricing and Delivery Schedule	
Original and valid Tax Clearance Certificate [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate for each party]	
Curriculum Vitae	
Qualification Certificates	
Reference letters	
List of Finance projects successfully completed	
List of Accounting projects successfully completed	
List of Directors	
ANNEXURE A: B-BBEE Preferential Claim Form (SBD 6.1)	
ANNEXURE B: Declaration of Interest (SBD 4)	
ANNEXURE C: Declaration of Bidder's Past SCM Practices (SBD8)	
ANNEXURE D: Certificate of Independent Bid Determination(SBD9)	

b) Essential Returnable Documents

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

Failure to provide all essential Returnable Documents may result in a Tenderer's disqualification at CEF (SOC) Ltd's sole discretion. Tenderers are therefore urged to ensure that all these documents are returned with their Proposals.

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

ESSENTIAL RETURNABLE DOCUMENTS & SCHEDULES	SUBMITTED [Yes or No]
PART 1 : Invitation to Tenderers	
PART 2 : Background, Overview and Scope of Requirements	
PART 4 : Proposal Form	
PART 5 : Signing Power – Resolution of Board of Directors	
PART 6 : Certificate of Acquaintance with RFP Documents	
PART 7 : Certificate of Acquaintance with General Tender Conditions – Services	
PART 8 : Certificate of Acquaintance with Terms and Conditions of Contract	
PART 9 : RFP Declaration Form	
PART 10 : Breach of Law Form	
B-BBEE Certificate	
Company Profile	
Company Registration Certificate	
VAT Registration Certificate	

CONTINUED VALIDITY OF RETURNABLE DOCUMENTS

The successful Tenderer will be required to ensure the validity of all returnable documents, including but not limited to its Tax Clearance Certificate and valid B-BBEE Verification Certificate, for the duration of any contract emanating from this RFP. Should the Tenderer be awarded the contract [the Agreement] and fail to present CEF (SOC) Ltd with such renewals as and when they become due, CEF (SOC) Ltd shall be entitled, in addition to any other rights and remedies that it may have in terms of the eventual Agreement, to terminate such Agreement forthwith without any liability and without prejudice to any claims which CEF (SOC) Ltd may have for damages against the Tenderer.

By signing these RFP documents, the Tenderer is deemed to acknowledge that he/she has made himself/herself thoroughly familiar with all the conditions governing this RFP, including those contained in any printed form stated to form

part hereof, and CEF (SOC) Ltd SOC Ltd will recognise no claim for relief based on an allegation that the Tenderer overlooked any such condition or failed properly to take it into account for the purpose of calculating tendered prices or otherwise.

SIGNED at _____ on this _____ day of
_____ 20__

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____
Name _____

2 _____
Name _____

SIGNATURE OF TENDERER'S AUTHORISED REPRESENTATIVE:

NAME: _____

DESIGNATION: _____

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Part 5 : SIGNING POWER – RESOLUTION OF BOARD OF DIRECTORS

NAME OF ENTITY: _____

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

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

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

FULL NAME _____

SIGNATURE CHAIRMAN

FULL NAME _____

SIGNATURE SECRETARY

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Part 6 : CERTIFICATE OF ACQUAINTANCE WITH RFP DOCUMENTS

NAME OF ENTITY: _____

1. I/We _____ do hereby certify that I/we acquainted myself/ourselves with all the documentation comprising this RFP and all conditions contained therein, as laid down by CEF (SOC) Ltd SOC Ltd for the carrying out of the proposed supply/service/works for which I/we submitted my/our Proposal.
2. I/we furthermore agree that CEF (SOC) Ltd shall recognise no claim from me/us for relief based on an allegation that I/we overlooked any RFP/contract condition or failed to take it into account for the purpose of calculating my/our offered prices or otherwise.
3. I/We accept that an obligation rests on me/us to clarify any uncertainties regarding this Tender which I/we may have, before submitting the Tender. I/We agree that I/we will have no claim based on an allegation that any aspect of this RFP was unclear but in respect of which I/we failed to obtain clarity.
4. I/we understand that the accompanying Tender will be disqualified if this Certificate is found not to be true and complete in every respect.
5. For the purposes of this Certificate and the accompanying Tender, I/we understand that the word "competitor" shall include any individual or organisation, other than the Tenderer, whether or not affiliated with the Tenderer, who:
 - a) has been requested to submit a Tender in response to this Tender invitation;
 - b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and
 - c) provides the same Services as the Tenderer and/or is in the same line of business as the Tenderer
6. The Tenderer has arrived at the accompanying Tender independently from, and without consultation, communication, agreement or arrangement with any

7. Competitor. However communication between partners in a joint venture or consortium will not be construed as collusive Tendering.
8. In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) prices;
 - b) geographical area where Services will be rendered [market allocation]
 - c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit, a Tender;
 - e) the submission of a Tender which does not meet the specifications and conditions of the RFP; or
 - f) Tendering with the no intention of winning the Tender.
9. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Services to which this RFP relates.
10. The terms of the accompanying Tender have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official Tender opening or of the awarding of the contract.
11. I/We am/are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, Tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of Part 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [NPA] for criminal investigation and/or may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

SIGNED at _____ on this _____ day of
_____20____

SIGNATURE OF WITNESS

SIGNATURE OF TENDERER

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Part 7 : CERTIFICATE OF ACQUAINTANCE WITH SCOPE OF WORK

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

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

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

SIGNED at _____ on this _____ day of
_____ 20 _____

SIGNATURE OF WITNESS

SIGNATURE OF TENDERER

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**Part 8 : CERTIFICATE OF ACQUAINTANCE WITH THE GENERAL TENDER CONDITIONS
- SERVICES**

[appended hereto as Appendix (i)]

NAME OF ENTITY: _____

I/We _____ do hereby certify that I/we acquainted myself/ourselves with all the documentation comprising the General Tender Conditions - Services as received on _____ *[insert date]* from CEF (SOC) Ltd for the carrying out of the proposed Services for which I/we submitted my/our Proposal.

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

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

SIGNED at _____ on this _____ day of _____ 20____

SIGNATURE OF WITNESS

SIGNATURE OF TENDERER

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Part 9 : RFP DECLARATION FORM

NAME OF ENTITY: _____

We _____ do hereby certify that:

1. CEF (SOC) Ltd has supplied and we have received appropriate Submissions to any/all questions [as applicable] which were submitted by ourselves for RFP Clarification purposes;
2. we have received all information we deemed necessary for the completion of this Request for Proposal [**RFP**];
3. at no stage have we received additional information relating to the subject matter of this RFP from CEF (SOC) Ltd sources, other than information formally received from the designated CEF (SOC) Ltd contact(s) as nominated in the RFP documents;
4. we are satisfied, insofar as our entity is concerned, that the processes and procedures adopted by CEF (SOC) Ltd in issuing this RFP and the requirements requested from Tenderers in responding to this RFP have been conducted in a fair and transparent manner; and
5. furthermore, we declare that a family, business and/or social relationship **exists / does not exist** [delete as applicable] between an owner / member / director / partner / shareholder of our entity and an employee or board member of the CEF (SOC) Ltd Group including any person who may be involved in the evaluation and/or adjudication of this Tender.
6. In addition, we declare that an owner / member / director / partner / shareholder of our entity **is / is not** [delete as applicable] an employee or board member of the CEF (SOC) Ltd Group.
7. If such a relationship as indicated in paragraph 5 and/or 6 exists, the Tenderer is to complete the following Part:

FULL NAME OF OWNER/MEMBER/DIRECTOR/
PARTNER/SHAREHOLDER:

ADDRESS:

Indicate nature of relationship with CEF (SOC) Ltd:

[Failure to furnish complete and accurate information in this regard will lead to the disqualification of a response and may preclude a Tenderer from doing future business with CEF (SOC) Ltd]

8. We declare, to the extent that we are aware or become aware of any relationship between ourselves and CEF (SOC) Ltd [other than any existing and appropriate business relationship with CEF (SOC) Ltd] which could unfairly advantage our entity in the forthcoming adjudication process, we shall notify CEF (SOC) Ltd immediately in writing of such circumstances.
9. We accept that any dispute pertaining to this Tender will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought.
10. We further accept that CEF (SOC) Ltd reserves the right to reverse an award of business or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.

SIGNED at _____ on this _____ day of

_____ 20__

For and on behalf of _____	AS WITNESS:
duly authorised hereto	
Name:	Name:
Position:	Position:
Signature:	Signature:
Date:	
Place:	

SPECIMEN

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Part 10 : BREACH OF LAW FORM

NAME OF ENTITY: _____

I/We _____

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

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

NATURE OF BREACH:

DATE OF BREACH:

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

SIGNED at _____ on this _____ day of _____ 20__

SIGNATURE OF WITNESS

SIGNATURE OF TENDERER

**RFP FOR THE PROVISION OF
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Part 11 : CERTIFICATE OF ACQUAINTANCE WITH NON DISCLOSURE AGREEMENT

[appended hereto as Appendix (ii)]

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

I/We furthermore agree that CEF (SOC) Ltd shall recognise no claim from me/us for relief based on an allegation that I/we overlooked any provisions of the Non Disclosure Agreement or failed to take it into account for the purpose of submitting my/our Tender.

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

SIGNED at _____ on this _____ day of
_____ 20_____

SIGNATURE OF WITNESS

SIGNATURE OF TENDERER