

SAPREF Business Management System		Serv	Procedure	Level 2
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TENDER TERMS AND CONDITIONS FOR LESS THAN 500K

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SHELL & BP SOUTH AFRICAN PETROLEUM REFINERIES (PTY) LTD ("SAPREF")

REG.NO.1960/000007/07

The terms and conditions contained herein detail the requirements and format with which the **Tenderer** shall comply in submitting a valid tender. Should the **Tenderer** not comply with these requirements then **SAPREF** may disqualify the **Tenderer** and exclude its tender from consideration.

- 1 The **Tenderer** must ensure that the tender is:
 - 1.1 signed and completed in full;
 - 1.2 contains all the required documents; and
 - 1.3 is submitted by the closing date and closing time failing which this RFQ will not be considered by **SAPREF**.

- 2 The tender documents must be placed in a sealed envelope and clearly marked with SAPREF's address on the front of the envelope and the tender number, and the Tenderer's name and address on the back of the envelope. You can also fax your tenders to 0314801826 or e-mail to Tender@sapref.com.

- 3 The tender shall reach the **SAPREF** Main Gate Security Office, 1 Refinery Road, Prospecton, by not later than 12H00 South African time on the closing date. All hand deliveries shall be deposited in the Tender Box at the Security Entrance area.

- 4 Each recipient of the Invitation of Tender shall within 2 (two) days from the issue of the Tender advise whether or not it intends to submit a tender by completing and returning the acknowledgement and bid intent form attached hereto to the **SAPREF COMPLIANCE OFFICE** quoting the Tender Reference Number.

- 5 The tender document shall be evaluated by **SAPREF** on a technical and commercial basis which may include but not limited to the adherence to the services set out in the scope of work, the quality and/or quantity of the services / goods; delivery times of the services / goods, technical skill and competence, price and adherence to **SAPREF's** health and safety requirements and BBBEE.

- 6 **SAPREF** does not bind itself to accept the lowest tender and reserves the right to accept or reject any tender in whole or in part.

- 7 All tenders are to be submitted with a covering letter of certification in terms of which the **Tenderer** certifies that:
 - 7.1 the tender complies fully with the scope of work and/or drawings and/or requisitions contained or referred to in the Invitation to Tender;

- 7.2 any environmental issues pertaining to the safe use and disposal of the goods / performing of services have been highlighted in detail and are an integral part of the bid;
- 7.3 all services performed / all goods delivered are as specified by **SAPREF** and shall be accompanied by a certificate of conformance issued by the **Tenderer** to the effect that the services / goods fully comply to **SAPREF's** requirements;
- 7.4 all goods of a Chemical nature required in order to meet the requirements of this tender which have an impact on Man and or the Environment must be specified. Copies of the latest Material Safety Data Sheet (MSDS) pertaining to the goods so specified must be supplied with the tender documents.
- 8 Any document containing the **Tenderer's** terms and conditions will not apply to **SAPREF** or replace any agreement between **SAPREF** and the successful **Tenderer**.
- 9 The **Tenderer** undertakes to keep secret and confidential all information relating directly or indirectly to this invitation to tender.
- 10 If the **Tenderer's** tender documents are accepted by **SAPREF**, **SAPREF** will notify such **Tenderer** that **SAPREF** wishes to appoint such **Tenderer** and to conclude an agreement with such **Tenderer**.
- 11 **SAPREF** will not notify the unsuccessful **Tenderers** of the names of the successful **Tenderer(s)** and **SAPREF** will not furnish reasons to unsuccessful **Tenderers**.
- 12 **SAPREF** may at any time, on notice to the **Tenderers** withdraw this tender and **SAPREF** will not be required to furnish reasons in this regard.
- 13 In completing the tender enquiry, the **Tenderer** acknowledges that it has read, understands and accepts **SAPREF's** General Business Principles and **SAPREF's** Code of Conduct. It is **SAPREF's** policy that in the event that a **Tenderer** is found to have contravened **SAPREF's** General Business Principles and / or **SAPREF's** Code of Conduct, the **Tenderer** will be refused further tender consideration by **SAPREF** and **SAPREF** may also seek remedy under law.
- 14 Should you require any further information pertaining to this tender, be it technical or commercial please do so in writing to_____.
- 15 By signing and returning the acknowledgement and bid intent the **Tenderer** acknowledges that the conditions governing this tender are fully understood, and agrees to abide by them. The **Tenderer** further accepts that these conditions and **SAPREF's** terms and conditions of contract form the basis of any contract concluded as a result of the acceptance by **SAPREF** of any tender

2 References (Records, Internal/External References)

Record/Doc. ID	Title
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