

Palabora Copper

REQUEST FOR PROPOSAL

**SUPPLY AND DELIVERY OF STEEL PRODUCTS TO PALABORA
COPPER**

TENDER NUMBER: RFP.PC.2015/159

PART 1 – PROPOSAL INFORMATION AND CONDITIONS

Supply and Delivery of Steel Products

Request For Proposal – Tender No. [RFP.PC.2015/159]

Part 1 – Proposal Information and Conditions

Part 1 – Proposal Information and Conditions

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Capitalised terms that are not otherwise defined have the meaning given to them in clause 23 – Definitions.

1. Description of project

This Request for Proposal has been prepared by Palabora Copper PTY Ltd (“Palabora”).

2. Request for Proposal

2.1 Supply required

This Request for Proposal is for Supply and Delivery of Steel Products more precisely described in the Specification.

2.2 Purpose of Request for Proposal

The purpose of the Request for Proposal is to obtain capability, pricing and general information on the business of potential Contractor in order for Palabora to determine the most capable Contractor for providing the goods and/ service. Any Contractor which has provided all relevant and/or requested documentation and having scored higher on functionality and/or other necessary areas may be appointed for purposes of this tender. It remains sole discretion of Palabora to appoint an appropriate Contractor for purposes of this tender.

3. Accuracy of information

3.1 No liability of the Palabora for information provided

Although the Palabora has attempted to provide reliable information in the Request for Proposal (“RFP”), it gives no warranty as to the accuracy, completeness and sufficiency of any information given to the Contractor whether verbally or in writing by Palabora, its employees, agents, consultants, advisers or contractors. The proposal submitted by the Contractor will be deemed for all purposes to have been based upon the Contractor's own investigations and determinations, and Palabora (and its employees, agents, consultants, advisers or contractors) accepts no responsibility for the Contractor relying on the contents of the RFP or any other statements made, or information provided, on behalf of the Palabora.

3.2 Contractor to fully inform itself

The Contractor is required to fully inform itself of all conditions relating to the supply of goods and/ service at its own cost and expense, before submitting its proposal.

3.3 Statement of interpretation

If the Contractor has any doubts as to the meaning of any portion of the RFP, it must when submitting its proposal, include a statement of the interpretation upon which it relies and

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upon which its proposal has been prepared and submitted. In addition, the Contractor may also submit questions to the Palabora as specified in clause 9.

4. Acknowledgement of Request for Proposal and correspondence

4.1 Contractor notification

Within 3 working days after the issuing of the RFP document, the Contractor is requested to notify the Company of its intention to submit, or not to submit, a proposal by returning a signed copy of the "Request For Proposal - Intention to Respond/Not Respond Form" set out in Annexure 1.

4.2 Contractor's proposal representative

At the same time that the Contractor notifies the Palabora of its intention to submit a proposal in accordance with clause 4.1, the Contractor must provide the Palabora with the following information:

- (a) a person to be a single point of contact within the Contractor's organisation for correspondence (***Contractor's Proposal Representative***); and
- (b) postal, fax and email addresses for the Contractor's Proposal Representative.

4.3 Company Representative

All correspondence between the Palabora and the Contractor's Proposal Representative must be in writing to:

PRIMARY COMPANY REPRESENTATIVE

Contact Person: Lubabalo Ndotshayisa

Email: lubabalo.ndotshayisa@palabora.co.za

Tel: 015 780 2196

AND ALTERNATE CONTACT PERSON

Contact Person: Madoda Maseko

Email: madoda.maseko@palabora.co.za

Tel: 015 780 2231

4.4 Correspondence to be in writing

Verbal communications, including modifications to proposals, done before the closing date of the proposal submissions, will not be recognised unless reproduced in written form.

5. Company information and obligations of confidentiality

5.1 Request for proposal confidential

This RFP and any other information given to the Contractor may not be used for any purpose other than the preparation of the proposal and may not be disclosed or released to any other party. The Contractor must ensure that any of its employee, agent, consultant, adviser or contractor to it, or any other person, to whom it supplies the Information, will be bound by general conditions on confidentiality, being Annexure 4 clause 38.

5.2 Return of request for proposal

Each Contractor which does not submit a proposal and each unsuccessful Contractor must return to the Palabora's Representative all copies in whatever form (including electronic copies) of the RFP, or destroy such copies.

6. Public announcements

Neither the Contractor nor the Palabora will make any public announcements or disclosures as to the RFP (except any advertising which Palabora undertakes to advise Contractor of the RFP), any proposal, the RFP process or otherwise in relation to the subject matter of any potential contract, without the prior written consent of the other party (except as required by any applicable law or regulatory requirement).

7. Lodgement of Proposals

7.1 Proposal Period

The **proposal period** begins on 06 November 2015 and proposals must be submitted prior to **12.00 pm GMT on Friday 20 November 2015**.

7.2 Lodgment of Proposals

Proposals must be submitted via [e-mail to pcprocurement@palabora.co.za on or before the submission date. If your email is too large to submit all documentation at once, please submit individual emails with each attachment or

7.3 Required Documentation

The following legal documents **are a required and have to be submitted with the tender documents**:

- SARS: TAX Clearance Certificate
- BEE Certificate
- Letter of Good Standing (COIDA)
- Proof of business physical address

Any proposal submitted after the submission date or to an alternate address will not be considered due to non-compliance.

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8. Modification or withdrawal of Request for Proposal

8.1 Notice to Contractors

If the Palabora decides to withdraw, modify, correct, clarify or otherwise vary the RFP, before or after the proposal closing date, it may do so by means of a written notice to all the Contractors.

8.2 Notice to Contractors to form part of Proposal Documents

Any notice to Contractors issued by the Palabora will be sent to all Contractors and will form part of the Request for Proposal.

9. Questions

9.1 Questions to the Company

Contractors may direct any questions relating to the RFP to the Palabora two days before the closing date. Questions concerning this RFP must be provided in a "Request for Proposal - Questions Form" as set out in Annexure 2.

9.2 Acknowledgement and response to questions

Palabora will acknowledge the receipt of all questions submitted in accordance with clause 9.1 and may provide answers within a reasonable period of receipt but before the closing date.

9.3 Responses to questions to be advised to all Contractors

All Contractors may be advised of the Palabora's response to a particular question. However, to the extent possible, the Palabora will endeavour not to identify the Contractor which asked the question.

10. Withdrawal of Proposals

10.1 Withdrawal prior to end of Proposal Period

A Contractor who has submitted a proposal may withdraw its proposal at any time prior to the end of the proposal period by giving written notice to that effect to the Palabora's representative.

10.2 New Proposals

Following withdrawal of a proposal, a Contractor may submit a new proposal (provided such new proposal is submitted prior to the end of the proposal period).

10.3 Withdrawal after Proposal Closing Date:

After the proposal closing date has passed, a Contractor may only withdraw its proposal after the expiration of 90 days from the proposal closing date.

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11. Proposed contracts

11.1 General Conditions

Palabora intends to negotiate the terms and conditions of any contractual arrangements for the goods and/ service as may be entered into with any Contractor on the basis of the general conditions attached as annexure 4.

11.2 Contractors to review General Conditions

Each Contractor must review and, as it considers appropriate, obtain independent advice (including legal advice) in relation to the general conditions prior to the submission of the proposal failing which the Contractor shall be deemed to have accepted the general conditions to be the governing document should the Contractor be successful with its proposal.

11.3 Contractors to identify any unacceptable terms in Proposal

If a Contractor identifies terms in the general conditions which it considers to be unacceptable, the Contractor must complete the Register of Contractor's concerns attached in Annexure 5 and include the following information in that Register:

- (a) list the terms which it considers to be unacceptable;
- (b) provide a suggested amendment to the terms which it considers to be unacceptable; and
- (c) provide clearly stated written reasons as to why the Contractor finds the relevant terms unacceptable.

11.4 Agreement to General Conditions unless notified otherwise

Unless a Contractor complies strictly with the requirements of clause 11.3, it will be taken to have agreed to the terms outlined in the general conditions. Confidentiality clause, in conjunction with clause 5.1 above, shall be effective even in the event that the Contractor is unsuccessful with its proposal.

12. Current Contractors

12.1 There may be goods and/ service contracts between the Company and third party Contractors for the goods and/ service in existence as at the date of the Request for Proposal.

12.2 Should the Contractor be successful, they shall not have exclusive provision of goods and/ or services in question to Palabora.

13. Declaration of interest

13.1 The Contractor must disclose to Palabora in the Contractor's proposal if the Contractor, its members and/or its Directors and/or employees, have any kind of relationship with any

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employee of Palabora who may be involved with the evaluation and/or adjudication of this tender or who may have an influence in the outcomes of the evaluation and adjudication of this tender.

- 13.2 The Contractor must disclose to Palabora in the Contractor's proposal if the Contractor will subcontract any third party for purposes of fulfilling the Contractor's duties and obligations in terms of this tender.
- 13.3 Failure of the Contractor to disclose in terms of clause 13.1 and 13.1 may lead to disqualification of the Contractor's proposal or termination of the contract wherein Palabora shall not be liable to any payments due to the Contractor as from the date that Palabora became aware of the states referred to in clauses 13.1 and 13.2.
- 13.4 The Contractor is urged to furnish Palabora with accurate and truthful information in an endeavour to be appointed as per this tender.
- 13.5 Furthermore, the contractor shall be held liable for any inaccurate and/or misleading information that the Contractor will furnish to Palabora in its proposal. Palabora reserves its right to disqualify the Contractor's proposal and/or terminate the contract with the Contractor should it be found that the Contractor furnished Palabora with inaccurate and/or misleading information.

14. Acceptance and rejection of Proposals

14.1 Company to act at its discretion

The Company reserves the unconditional right, at its sole discretion, to:

- (a) reject any or all proposals or to waive irregularities in Proposals;
- (b) accept all or any part of a particular proposal (including, for example, accepting different proposals in relation to different aspects of the goods and/ Service);
- (c) accept any particular proposal submitted by any Contractor even though the pricing or some other aspect specified in that proposal may not be as favourable as some other proposal;
- (d) review, evaluate and dispose of any proposal as it sees fit; and
- (e) suspend or discontinue, temporarily or permanently, the RFP process at any time and for any reason,

without being under any obligation to give reasons for undertaking any of the actions specified in paragraphs (a) – (e).

14.2 Discussion of Proposals

- (a) Contractors or their representatives may be requested to discuss the details of their proposal during the evaluation process, and if so requested the Contractor must cooperate promptly with Palabora.

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- (b) Palabora reserves the right to discuss specific terms with Contractors prior to the finalisation of a contract (if any).
- (c) Palabora reserves the right to:
 - (i) run parallel negotiations with multiple Contractors following the proposal closing date with a view to finalising a contract with one or more of them; or
 - (ii) deal exclusively with a Contractor following the proposal closing date with a view to finalising a contract with that Contractor.

14.3 Acceptance of proposal

A proposal will not be deemed to have been accepted by the Company, unless and until the parties have both executed or signed a written contract,

15. Non-complying proposal

Any proposal which does not comply with this Part 1 - proposal information and conditions and/or does not provide all of the information requested in Part 2 (Pricing schedule and Specifications) – Form of proposal may be rejected at the option of Palabora.

16. Additional Contractor information

Palabora may request additional information, data, discussions or presentations in support of a proposal, which the Contractor must provide at its own cost and expense. Additionally, Palabora may conduct a survey of any Contractor under consideration to confirm or clarify any information provided (including pricing and costs) or to collect more evidence of managerial, financial and technical abilities, including meetings and visits to current customers served by the Contractor.

17. Joint proposals

Two or more persons, firms or corporations may lodge a joint proposal in which event they and their respective heirs, executors, administrators, successors and permitted assigns will be jointly and severally bound by the proposal and, if the proposal is accepted, jointly and severally bound by any contractual arrangements entered into in respect of the goods and/ service. Furthermore it is unacceptable to Palabora for failure of the Contractor to disclose that it will not perform its duties for purposes of this proposal

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18. BBBEE

- 18.1 The successful Contractors must assist Palabora to comply with the procurement provisions contained in the Codes of Good Practice on Broad-Based Black Economic Empowerment (“BBBEE”) issued in terms of section 9(1) of the Broad Based Black Economic Empowerment Act 53 of 2003.
- 18.2 Palabora supports small and medium enterprises development within the BBBEE environment. Palabora’s intention, where possible, is to promote Contractors comprised of individuals from previously disadvantaged groups.
- 18.3 The Contractors are required to indicate their BBBEE status in their proposals and further indicate on how they will assist Palabora in comply with the procurement provisions contained in BBBEE.
- 18.4 Failure on the part of the contractor to submit a BBBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System or a Registered Auditor approved by the Independent Regulatory Board of Auditors or an Accounting Officer as contemplated in the Close Corporation Act 69 of 1984 together with the proposal, will not be awarded any points for BBBEE level status.

19. Reasonable prices and rates

Prices provided by Contractors and transparency in the underlying costs are considered to be critical to Palabora and its assessment of proposals. Proposals which in the opinion of Palabora are manifestly excessive may be rejected without further consideration.

20. Transparency

Palabora desires to achieve clarity on the costs of all aspects of the goods and/ service. The details requested in the RFP are intended to deliver the required level of transparency. Any gaps in Contractor responses will be interpreted as an unwillingness to participate with Palabora in the desired relationship and will seriously disadvantage the Contractor.

21. Currency of Proposals

Any proposal rates and prices included in the proposal schedules are to be expressed in South African Rands unless otherwise specified.

22. Costs

Palabora is not and will not be responsible for any costs (whether direct or indirect) incurred by a Contractor in preparing or submitting a proposal or otherwise responding to the RFP or in any subsequent discussions or negotiations.

23. Site Inspection

No site meeting will take place.

24. Definitions

In the Request for Proposal, unless a contrary intention appears, the following terms have the following meanings:

BBBEE status level of contractor means the BBBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good practice on Black Economic Empowerment as defined in section 1 of Broad Based Black Economic Empowerment Act 53 of 2003.

Contract means the agreement that results from the acceptance of contractor's proposal by Palabora

Contractor means the person, firm or company invited to submit a Proposal.

Contractor's Proposal Representative is defined in section 4.2(a).

Form of Proposal means Part 2 - Form of Proposal.

Functionality means the measurement according to predetermined norms, as set out in the bid documents, of a goods and/ service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a goods and/ service and the technical capacity and ability of a bidder.

Goods mean the goods, materials and/or equipment (if any) detailed in the Schedule (Scope of Work).

Information is defined in Section 5.1.

Notice of Award means written notification signed by an authorised representative of the Company to the Contractor that its Proposal has been accepted, subject to any modifications, amendments or conditions required by the Company.

Notice to Contractors is defined in Section 8.1.

Palabora Representative means the individual identified in Section 4.3.

Proposal means a proposal or bid submitted by a Contractor or a written offer in a prescribed or stipulated form in response to an invitation, through RFP, by Palabora for the provision of goods and/ services, works or goods, through price quotations, advertised competitive bidding processes or bids.

Proposal Closing Date is defined in Section 7.1.

Proposal Opening Date is defined in Section 7.1.

Proposal Period is defined in Section 7.1.

Request for Proposal consists of the following documents:

Part 1 - Proposal Information and Conditions; and

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Part 2 – Form of Proposal,

and all Schedules or Annexures included with those documents.

Goods and/ **Services** means the goods and/ services (if any) detailed in the Schedule (Scope of Work).

Site is defined in Section 1.

Supply means the Goods, Services and / or Works the subject of the Request for Proposal that the Company wishes to obtain from a Contractor or Contractors.

Works means the construction, engineering, installation and/or other physical works (if any) detailed in the Schedule (Scope of Work).

Specification (refer to Annexure 1)

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Annexure 2 Request for Proposal - Intention to Respond/Not Respond Form

EMAIL COVER PAGE

INTENTION TO RESPOND FORM – Request for Proposal – (*Request for Proposal*)

By 12 November 2015

To: Lubabalo Ndotshayisa

Palabora Copper (Pty) Ltd

E-mail: lubabalo.ndotshayisa@palabora.co.za

From: Supplier name: _____

Supplier's Proposal Representative: _____

Postal Address: _____

Telephone: _____

Fax: _____

Email: _____

We acknowledge receipt of the Request for Proposal and: (Tick appropriate Box)

(a) intend to respond to the Request for Proposal by 12.00 pm GMT on 20 November 2015 or

(b) we will not be responding to the Request for Proposal, and will return any hard copies of the Request for Proposal by express mail received to the Company Representative and/or will destroy all hard copy and electronic copies obtained electronically from the Company.

Please provide a reason for not responding below:

Supplier Name

Signature of Supplier's Proposal Representative

Date

[Note: where joint Proposal to be submitted, insert details and signature of each Supplier's representative]

Annexure 3 Request for Proposal - Questions Form

QUESTIONS FORM – Request for Proposal – Supply and Delivery of Steel Products

EMAIL COVER PAGE

To: *Lubabalo Ndotshayisa*

Palabora Copper (Pty) Ltd

E-mail: *lubabalo.ndotshayisa@palabora.co.za*

From: Supplier name: _____

Supplier's Proposal Representative: _____

Telephone: _____

Fax: _____

Email: _____

Reference to Section _____ of the Request for Proposal

Question:

Total Number of Pages (including cover): _____

[Note: where joint Proposal to be submitted, insert details and signature of each Supplier's representative]

Annexure 4 - General Conditions



General Provisions of
contract.pdf

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Annexure 5 - Register of Contractor Concerns

Name of Contract: *Supply and Delivery of Steel Products to Palabora Copper*
Supplier:
Current as at:

Relevant Clause (General Condition/Special Conditions) <i>(Insert clause ref. or whole clause)</i>	Contractor Concerns	Palabora Copper's Response

Palabora Copper

REQUEST FOR PROPOSAL

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COPPER**

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PART 2 – FORM OF PROPOSAL

Attach Part II Excel Form

Specification (refer to Annexure 1)

Price Schedule

The specification and pricing schedule are attached. The pricing shall be submitted as per attached part 2 form of proposal for Steel Products.

TAKE NOTE: Contractor will be disqualified if not quoted according to the pricing schedule.