



OUR REF RFQ 201785  
ENQUIRIES Lekgolo Lebepe  
TELEPHONE 012 428 6157  
DATE 21 August 2025

**RFQ 201785: APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE CREDIT ASSESSMENT AND CREDIT DATA ANALYTICS SERVICES.**

**Dear Bidder**

The South African Bureau of Standards (SABS) hereby invites suitably qualified service provider to provide credit assessment and credit data analytics services.

The details of the service to be provided are provided below.

Please note the following:

- Scope of services specified on page 3
- Closing date specified on page 7
- SABS Procurement terms and conditions (accessed on the sabs website)
- **Bidders must submit the following documents with the quotations:**
  - National Treasury Central Supplier Database (CSD) registration report
  - A valid copy of BBBEE certificate/ Sworn Affidavit (to claim specific goals)
  - SBD 4 Bidders Disclosure Form
  - SBD 6.1 Preference points claim form in terms of the Preferential Procurement Regulation 2022
  - Non- Disclosure agreement
  - SBD 7.2

**SOUTH AFRICAN BUREAU OF STANDARDS** – Established in terms of Section 2 of the Standards Act, 1945, as amended

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### **1. Background**

The SABS is a statutory body established in term of Standards Act, 1945 (Act No. 24 of 1945) and continues to operate in terms of the Standards Act, 2008 (Act No. 8 of 2008) as the national standardization institution in South Africa, mandated to:

- develop, promote and maintain South African National Standards;
- promote quality in connection with commodities; and
- render conformity assessment services and matters connected therewith.

### **2. Request for Quotation (RFQ)**

This RFQ serves as an invitation to submit a quotation **to provide credit assessment and credit data analytics services**, subject to General Conditions of the Contract (GCC) and completion of either SBD 7.1 (PART A) or SBD 7.2 (PART A), whichever is applicable.

The Bidder is requested to supply its quotation, in writing, by the date specified. Should the Bidder require any clarification, the clarification should be submitted by e-mail to the Procurement Specialist identified in this document.

By submitting a quotation in response to this RFQ or participating in this RFQ process, the Bidder accepts that it is subject to and bound by all the terms and conditions contained in this RFQ document.

### **3. Confidentiality**

This document may not be used for any purpose by the Bidder other than for developing their response to it, and all reasonable efforts must be taken by the Bidder to ensure confidentiality of any information provided. This document and any other information of a confidential nature provided to the Bidder during the course of RFQ process are and will be covered by the non-disclosure agreement to be signed between the SABS and the Bidder.

### **4. No Contract**

Bidders shall note that this RFQ does not commit the SABS to any course of action resulting from the receipt of quotations and the SABS may, at its discretion reject any submission which does not conform to instructions and specifications which are contained herein or select a Bidder based upon its own unique set of criteria. The SABS also reserves the right not to select a bidder.

Nothing in this document shall be construed as a contract between the SABS and the Bidder, and no communication, whether verbal or written, by the SABS personnel or agents during the course of this process shall create such a contract in respect of the requirements specified in this RFQ.

### **5. No Obligation to Proceed**

The SABS reserves the right to discontinue the RFQ evaluation process at any time and will not be responsible for any losses incurred by the Bidder as a result of discontinuance of the RFQ process

## **6. Validity of Proposals**

The Bidder's quotation shall remain valid for a period of one hundred and twenty (120) days from the closing date. The SABS may at any time prior to the expiry of the bid validity period, extend the above validity period by sixty (60) days by written notice to the Bidders. In that event, the SABS will not require any consent from the Bidders, and bidders will not be required or permitted to amend any of their quotations.

The SABS retains the right, but is under no obligation, to request Bidders to extend the validity periods of their quotations, prior to expiry thereof, if it has already invoked the extension referred to above and it is in the SABS' interest to further extend the bid validity period. Such a request shall be in writing. The Bidder is not obliged to extend the validity period. Also, bidders will not be required or permitted to amend any of their quotations.

## **7. Scope of Work**

### **BACKGROUND**

The SABS have adopted increased revenue and profitability as key strategic objectives. The provision of efficient and reliable credit assessment reports and credit profiling services will enable the SABS to contribute to these strategic objectives by ensuring that only credit worthy customers are approved for a credit facility and will highlight adverse financial issues pertaining to the existing customers in order that credit risk management practices can be implemented to mitigate credit risk. The services cited above are primarily used by the Credit Management Department in making credit assessment decisions, however requests for information are regularly receive from other departments such as Human Capital, Internal Audit and Certification.

### **OBJECTIVE**

- Provide efficient and reliable on-line credit reports in order to make credit informed credit decisions for new applicants customers
- Provide more extensive reports when requested in the event that the Group Credit Manager is unable to make viable credit decisions based on the online report supplied for any given customer.
- Provide full credit profiling services pertaining to the existing SABS customer base. This service is of paramount importance to the impairment of debtors at year end as it is used to identify customers that should fall into each category of risk.
- Provide an alert service regarding adverse credit history receive pertaining to the SABS customer base.
- Provide excellent customer service to include a specifically designated key account manager.

### **REQUIREMENTS**

The services provided should be able to provide SABS with fast, efficient and reliable credit assessment reports in order to make viable credit decisions regarding the provision (or not) of credit facilities to potential new customers (hereafter referred to as applicants) and to provide complete credit profiling services pertaining to the existing SABS customer base.

## SCOPE OF WORK

The scope of work in relation to the objectives cited above are as follows:

- a) Provision of efficient and reliable online credit reports- the service provider must be able to provide access to a user-friendly web-based application whereby unlimited designated members of the SABS employ can draw credit assessment reports. The information contained in the reports must be up to date information and reports requested will comprise of 95% corporate credit assessment reports and 5% consumer credit assessment requests, totaling approximately 1500-2000 individual requests per annum (based on figures in the last year and expected usage in next year).
- b) Provide more comprehensive reports upon request – whilst it is envisaged that the quality of the information provided in the on-line credit reports will be sufficient standard to make a viable credit decision it is understood that on occasion a more in-depth report will need to be requested giving more detailed financial information regarding an applicant. Such reports will be requested from the service provider on approximately 50-100 occasions per annum and should be provided within three working days. It is expected that such reports would ordinarily be compiled by the service provider as a result of actual interaction with the customer to ascertain accurate financial data.
- c) Provide full credit profiling solutions- The credit profiling solutions will be a web-based application that allows the SABS (Group Credit Manager) to gain an insight into credit profiling factors such as days beyond terms or debtors days, credit scoring, alerts pertaining to de-registered companies, final liquidations, provisional liquidations, companies under business rescue, customer with judgements etc. This web-based application must be interactive, and dynamic enabling the SABS to easily create and download reports in accordance to their needs. The credit profiling needs to be undertaken on a monthly basis pertaining to approximately 8-10,000 live customers (live customers are considered customers with debt). This credit profiling solution is used extensively in the impairment of debtor's process at year end.
- d) Provide timely alert service – in order to mitigate credit risk, the service provider must be able to provide a viable solution that will enable the SABS to receive information regarding any adverse information regarding SABS customers have been logged with the courts or via the service providers list of referees. This service must be provided by e-mail to a designated person as soon as the information is received. It is naturally very important that the service provider is able to receive such information from the courts or their referees at the earliest possible conjecture. Again, this service would be relating to approximately 8-10,000 customers.
- e) Provision of excellent customer service- Due to the importance of the service to the SABS revenue stream of queries should be forwarded to one point of contact (a key account manager). Commitment must be made to deal with all queries within 1 working day.

## SUPPLIERS RESPONSIBILITY

The SABS require a service provider to provide credit assessment data to complete the following responsibilities:

- Credit assessment of all new customers and monitoring existing customers to ensure their credit limits are still appropriate
- Tracing absconding debtors
- Compiling legal case files for customers that have been handed over to the attorneys
- Mitigating credit risk by receiving daily alerts regarding the SABS customer base
- Compile an accurate impairment of trade receivables

## MANDATORY REQUIREMENT

The SABS will not accept any bids from potential suppliers that provide a product offering that does not enable the SABS to download standard credit assessment reports (see 'functionality evaluation #3) AND credit profiling reports (see " functionality evaluation #6) via a web based portal that prevents the need to refer such requests for information to the supplier or any other third party.

### Functionality Evaluation

no.	Selection Criteria		
	Functionality will be measured on a scale of 1-5. Very poor:1, Poor:2, Average:3, Good:4, Excellent:5	sub weight	Weight
1	<b>Company Profile</b>		
	The bidder must have a widespread experience in providing credit assessment services to government departments and/or SOE. Bidder must provide a detailed company profile detailing the number of years' experience providing credit assessment services. Verifiable contact details of such Government entities as well as the duration in which they were serviced by the supplier must be included.		
	No relevant experience	0	
	1 Year of experience	1	
	2-3 Years of experience	2	
	4-5 Years of experience	3	
	5-9 Years of experience	4	
	> 10 Years of experience	5	
2	<b>Implementation, change management and Training</b>		
	Implementation and 1 day training regarding new system provided within 5 working days from being awarded tender. (Training of five (5) people		
	No capacity indicated/training completed in more than 5 working days	0	
	Capability to ensure all end users fully trained at the SABS site within 5 working days	1	
	Capability to ensure all end users fully trained at the SABS site within 4 working days	2	
	Capability to ensure all end users fully trained at the SABS site within 3 working days	3	
	Capability to ensure all end users fully trained at the SABS site within 2 working days	4	
	Capability to ensure all end users fully trained at the SABS site within 1 working day	5	
3	<b>Provision of efficient and reliable online credit assessment services (standard report only)</b>		20%

	<p>Quality of standard on-line credit assessment reports provided information up to date, comprehensiveness of information and user friendliness in using the report as an assessment tool...quality assessed by the following info that may not be provided. <b>A copy of the standard credit report that can be drawn from the web-based application must be provided.</b></p> <p>1) Full name and Name change details 2) official status of company 3) registration date 4) summary of risk 5) overall credit score 6) number of judgements and detail 7) enquiry history 8) Contact details 9) tel /fax number 10) Principal details including consumer details and details of previous directorships 11) analysis of aging categories from other companies serviced 12) Risk category.</p>		
	No quality assessment criteria listed	0	
	1-2 of quality assessment criteria listed adjacent included on standard report	1	
	3-4 of quality assessment criteria listed adjacent included on standard report	2	
	5-6 of quality assessment criteria listed adjacent included on standard report	3	
	7-9 of quality assessment criteria listed adjacent included on standard report	4	
	10+ of quality assessment criteria listed adjacent included on standard report	5	
<b>4</b>	<b>Demonstration of usage of referees</b>		
	Ability to demonstrate widespread usage of referees (i.e how many companies submit credit data to the service provider that they collate into their credit reports)		
	Under 100 referees that the credit assessment company gets information from	0	
	101-150 referees that the credit assessment company gets information from	1	
	151-300 referees that the credit assessment company gets information from	2	
	301 -400 referees that the credit assessment company gets information from	3	
	401 - 500 referees that the credit assessment company gets information from	4	
	500+ referees that the credit assessment company gets information from	5	
<b>5</b>	<b>Provision of more comprehensive credit assessment reports (next upgrade reported after standard report only)</b>		
	Ease in which can be applied for (can they be done via the web application?) and speed in which they can be received		
	Next upgrade from standard report can be applied for online	0	
	Next upgrade from standard report can be applied for online and will be available within 5-6 days	1	
	Next upgrade from standard report can be applied for online and will be available within 4 days	2	
	Next upgrade from standard report can be applied for online and will be available within 3 days	3	
	Next upgrade from standard report can be applied for online and will be available within 2 days	4	
	Next upgrade from standard report can be applied for online and will be available within 1 days	5	
<b>6</b>	<b>Provision of Credit Profiling Services</b>		
	<p>Confirmation of the types of credit profiling reports (aka credit analytics reports) that can be drawn/downloaded from the web-based application on a self-sufficient basis (i.e. no need to request information from the supplier or any third party ...<b>PLEASE SEE MANADATORY REQUIREMENTS</b>). Reports that can be downloaded from web-based application, would ideally include, but are not exclusive to the following</p> <p>1 – DBT for entire book 2) DBT per credit controller 3) Risk Category per customer 4) SIC code analysis, 5) official company status, 5) Adverse financial history status (judgements, anything adverse registered via courts), 6) Credit score analysis of customer base 7) 3,6, 12 months credit score trend per customer 8) Cost of credit for entire book 9 – Percentage age categories 10) Risk category analysis in percentages for the entire book 11) ability to download reports pertaining to individual risk categories 12) Ability to tailor reports to include / exclude information and 13) any other types of reporting functionality that is pertinent from a credit profiling perspective</p>		
	No online web based interactive credit profiling service	0	

	4-5 of comprehensively criteria available online on an interactive basis (reports can be drawn by end user)	1	
	6-8 of comprehensively criteria available online on an interactive basis (reports can be drawn by end user)	2	
	9-10 of comprehensively criteria available online on an interactive basis (reports can be drawn by end user)	3	
	11 of comprehensively criteria available online on an interactive basis (reports can be drawn by end user)	4	
	12+ of comprehensively criteria available online on an interactive basis (reports can be drawn by end user)	5	
<b>8</b>	<b>Provision of credit alert service</b>		10%
	Credit alert service = e-mailed reports of actions registered through the courts regarding customers.		
	No credit alert service available	0	
	Credit alerts sent on a monthly basis by e-mail	2	
	Credit alerts sent on a fortnightly basis by e-mail	3	
	Credit alerts sent on a weekly basis by e-mail	4	
	Credit alerts sent on a daily basis by e-mail	5	
<b>9</b>	<b>Customer service</b>		10%
	Is there a dedicated account manager who is able to deal with all SABS issues? Is there three replacements that can be contacted in the account's manger's absence? Is there a 24-hour call centre to deal with issues?		
	No dedicated account manager	0	
	Dedicated account manager can be provided with no cited replacement	1	
	Dedicated account manager can be provided +1 cited replacement	2	
	Dedicated account manager can be provided +2 cited replacements	3	
	Dedicated account manager can be provided +3 cited replacements	4	
	Dedicated account manager can be provided +3 cited replacements +24 hour call centre available	5	
			<b>100%</b>
<b>Minimun threshold is 70%</b>			

## 8. Timelines

MILESTONES	DATE AND E-MAIL ADDRESS
Closing Date and Time <b>No late submissions will be accepted.</b>	<b>27 August 2025 at 15h30 pm</b>
Method of submission.	Responses should be submitted via email <b>ONLY</b> <a href="mailto:elvis.lebepe@sabs.co.za">elvis.lebepe@sabs.co.za</a> <b>It is the Bidder's responsibility to ensure that the quotation is received on time by SABS.</b>

## 9. Preference Points

Only Bidders who meet the specified/functionality requirements will be evaluated further on 80/20 preference points system of 2022. (Pricing and Specific Goal)

**10. Quotation**

The quotation should but not limited to the following:

- Rate per person
- Transportation cost (If applicable)
- Disbursement
- Fixed price, Where foreign currencies are involved, bidders should make provision for forward cover.

**11. Contact information**

All enquiries regarding this RFQ must be e-mailed/directed to [elvis.lebepe@sabs.co.za](mailto:elvis.lebepe@sabs.co.za) and 012 428 6157. Bidders must not contact any other SABS' personnel regarding this RFQ, as it may lead to the Bidder's disqualification. Also note that any canvassing by Bidders/Suppliers regarding this RFQ will result in disqualification.

**12. Advance payment**

**The** SABS will not make an upfront or advance payment to a successful Bidder. Payment will only be made in accordance to the delivery of service or goods that will be agreed upon by the SABS and the successful Bidder.

**13. Responsibility for costs**

**Under** no circumstances shall the SABS be responsible for any of the Bidder's costs associated with the preparation and/or submission of its quotation, including any costs incurred by the Bidder prior to the signature, by both parties, of an agreement resulting from a successful bid.

**14. Bidder's contractual terms**

**The** SABS will not be bound by any legal or contractual terms as may be included in the Bidder's quotation, in response to this RFQ.



## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise,  
employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

- 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:

.....  
 .....

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

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

- 2.3.1 If so, furnish particulars:

.....  
.....

### 3 DECLARATION

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

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

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<sup>2</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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 2022/22 ON PREVENTING AND COMBATING ABUSE IN THE  
SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

## ANNEXURE B - NON DISCLOSURE AGREEMENT

THIS AGREEMENT is made BETWEEN

The South African Bureau of Standards (SABS), an Public Entity that continues to exist in terms of section 3 of the Standards Act 2008, whose principle place of business is at 1 Dr Lategan Road, Groenkloof, Pretoria, 0001, South Africa.

AND \_\_\_\_\_ ("the Supplier") whose registered office is at  
\_\_\_\_\_

\_\_\_\_\_  
(Hereinafter referred to as the "parties")

WHEREAS in the course of discussions and/or negotiations with the South African Bureau of Standards, the Supplier has received or may receive in future information relating to this **RFQ 201785** for the South African Bureau of Standards and other related information hereinafter referred to as "Confidential Information".

In consideration of the Supplier to-which the South African Bureau of Standards or any person affiliated with it, including its subsidiary, agent, representative(s) or such related entity may provide Confidential Information in connection with such discussions and/or negotiations to. Therefore, the parties wish to agree as follows:

1. The Supplier will maintain strictly secret and confidential all information relayed or transmitted to it in any manner or form and will not divulge any part of the Confidential Information directly or indirectly to any person, firm or entity (other than such of its employees who have a need to know the Confidential Information for the purposes of fulfilling the Supplier's obligation to the South African Bureau of Standards.
2. The Supplier shall not make copies of the Confidential Information or otherwise disseminate any of the Confidential Information (except as may be required to fulfil specific obligations towards South African Bureau of Standards) without South African Bureau of Standards express prior written consent.
3. This agreement applies to information whether or not such information is marked as or appears to be confidential and whether or not such information is of commercial use to South African Bureau of Standards or any other party.
4. This agreement shall not apply to information which:-
  - (a) the Supplier can show had been lawfully received by it prior to disclosure under this agreement.
  - (b) is in the public domain or becomes so otherwise than through breach of this agreement;
  - (c) was disclosed to the Supplier by a third party who was under no obligation of confidence in respect thereof;

5. The South African Bureau of Standards retains ownership of Intellectual property rights on all material and processes relating to the service provided for and on its behalf by the supplier.
6. The Supplier shall observe its obligations under this agreement until expiry of a period of 12 months from the date of signature.

IN WITNESS WHEREOF the parties hereto have executed this agreement in duplicate.

**For the Bidder**

Signed at..... on this.....day of .....2025

Signed on behalf of the Supplier, duly authorised thereto..... (signature)

..... (name) ..... (title)

Witness 1. ....

Witness 2. ....

**For the SABS**

Signed at..... on this.....day of .....2025

On behalf of the SABS, duly authorised thereto..... (signature)

..... (name) ..... (title)

Witness 1. ....

Witness 2. ....

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

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

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

### 1. GENERAL CONDITIONS

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

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

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

a) 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 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20

Total points for Price and SPECIFIC GOALS	100
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- 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:

**80/20**                      **or**                      **90/10**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

### 3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

#### 3.2.1. POINTS AWARDED FOR PRICE

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

80/20	or	90/10
$Ps = 80 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right) \text{ or }$		$Ps = 90 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

## 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
  - (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable



tender will be used to determine the applicable preference point system; or

- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

**Table 1: Specific goals for the tender and points claimed are indicated per the table below.**

***(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.***

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

Specific Goal	The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Persons historically disadvantaged on the basis of race	100% black ownership		10		
	75% - 99% black ownership		8		
	60% - 74% black ownership		6		
	51% - 59% black ownership		4		
	0% - 25% black ownership		2		
	0% black ownership		0		
Persons historically disadvantaged on the basis of gender	100% black women ownership		6		
	51% - 99% black women ownership		4		
	30% - 50% black women ownership		2		
	0% black women ownership		0		

Persons historically disadvantaged on the basis of disability	100% owned by persons living with disabilities		4		
	51% - 99% owned by persons living with disabilities		2		
	0% - 50% owned by persons living with disabilities		0		

## DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company.....

4.5. registration number: .....

4.6. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

4.7. 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.

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

## 1. CONTRACT FORM - RENDERING OF SERVICES

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

## 2. PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

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

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

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

**WITNESSES**

1 .....

2 .....

**CONTRACT FORM - RENDERING OF SERVICES**

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

4. I..... in my capacity as.....  
accept your bid under reference number .....dated.....for the rendering of services  
indicated hereunder and/or further specified in the annexure(s).

5. An official order indicating service delivery instructions is forthcoming.

6. I undertake to make payment for the services rendered in accordance with the terms and  
conditions of the contract, within 30 (thirty) days after receipt of an invoice.

7. 8.	DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

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

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

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1 .....

2 .....