INVITATION TO SUBMIT A PROPOSAL FOR THE REQUIREMENTS OF THE SOUTH AFRICAN BUREAU OF STANDARDS (SABS)

**RFP NUMBER: 201781** 

DESCRIPTION: APPOINTMENT OF AN HV/MV/LV/ ELECTRICAL CONTRACTOR FOR THE SERVICE,

MAINTENANCE, REFURBISHMENT AND UPGRADE OF TRANSFORMERS, SWITCHGEARS,

AND ELECTRICAL PANELS FOR ALL SABS SITES FOR THE PERIOD OF 36 MONTHS

**CLOSNG DATE: 15 SEPTEMBER 2025** 

**CLOSING TIME: 11:00 AM** 

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# THE FOLLOWING PARTICULARS MUST BE FURNISHED (FAILURE TO DO SO MAY RESULT IN YOUR PROPOSAL BEING DISQUALIFIED)

NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	(CODE)	(NUMBER)	
FACSIMILE NUMBER	(CODE)	(NUMBER)	
CELLPHONE NUMBER		1	
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
NAME OF AUTHORISED PERSON			
SIGNATURE OF BIDDER			
CAPACITY UNDER WHICH THIS BID	) IS SIGNED		
DATE			
DATE			

#### 1. Intent

The South African Bureau of Standards (SABS) is inviting experienced and reputable (Suppliers) Bidders to submit proposals for the appointment of an HV/MV/LV/ electrical contractor for the service, maintenance, refurbishment, and upgrade of transformers, switchgears, and electrical panels for all SABS sites for the period of 36 months.

#### 2. 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 the confidentiality of any information provided. This document and any other information of a confidential nature provided to the Bidder during the Request for Proposal (RFP) process are to be covered by the non-disclosure agreement signed between the SABS and the Bidder.

# 3. Procedural compliance

## 3.1 Intent to respond.

An interested Bidder is required to advise the SABS of its intention to submit a proposal by completing and returning the "Intention to Respond" form (Appendix B) no later than **15 SEPTEMBER 2025**. Should a party decide not to respond to this RFP, you are requested to continue to treat the information as confidential in perpetuity.

#### 3.2 Responsibility for costs

Under no circumstances shall the SABS accept any responsibility whatsoever for any of the Bidder's costs associated with the preparation and/or submission of its Bid/Proposal, including any costs incurred by the Bidder before the signature, by both parties, of an agreement resulting from a successful bid.

# 3.3 Amendments to the RFP

Amendments to this document shall only be effective if agreed by the SABS and confirmed in a written addendum to the RFP. The SABS reserves the right to modify the scope of this document at any time before and after the award of the tender.

# 3.4 Delivery of proposals or bids

The Bidder is responsible for ensuring that the Bid/Proposal is submitted and delivered on time to <u>Tenders.Tintswalo@sabs.co.za.</u> The SABS undertakes that the Bids/Proposals shall be stored in a secure place, opened at the same time and not before the deadline for submission.

Note: The above email address should only be used for submission of proposals. No clarity-seeking questions should be sent to this email address. (see 4.2 below)

# 3.5 No obligation to proceed.

The SABS reserves the right to discontinue the RFP process at any time before the formation of the envisaged agreement and will give written reasons for the cancellation upon written request to do so. The SABS, its subsidiaries, shareholders, advisors, directors, employees, and representatives including the SABS Representative shall not be liable for any losses, claims, or damages of whatsoever nature or howsoever arising that may be sustained by a Bidder or any other person as a result of its participation or any amendment, termination or suspension of the process set out in this RFP or its exclusion from participating in the tender process at any point. It is an express term that SABS shall in no way be liable for any indirect/consequential damages, loss of profits, etc. suffered by the Bidder during the RFP process, award, negotiating, and/or contracting phase.

After any cancellation of the tender process or the rejection of all tenders due to non-compliance with the thresholds, SABS may abandon the proposed work and services, have it performed in any other manner, or re-issue a similar invitation to tender at any time.

#### 3.6 No contract

Bidders shall note that this RFP does not commit the SABS to any course of action resulting from the receipt of Bids/Proposals and the SABS may, at its discretion, reject any Bid/Proposal that does not conform to instructions and specifications that are contained herein or select a Bidder based upon its own unique set of criteria. SABS also reserves the right not to select a Bidder/award the tender. The SABS does not become bound by any obligations before the signature, by both parties, of an agreement - to be negotiated, resulting from a successful bid.

Nothing in this document shall be construed as a contract between the parties 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 RFP.

SABS shall not be liable for any fees incurred due to any work done/services performed by the Bidder before signature, by both parties, of an agreement resulting from a successful bid.

# 3.7 Validity of Proposals

The proposal shall remain valid for a period of one hundred and twenty (120) days from the submission date, where after such proposal expires. SABS retains the right, but is under no obligation, to request Bidders to extend the validity periods of their proposals, before expiry thereof. Such request, if any, shall be in writing. The Bidder is not obliged to extend the validity period.

#### 3.8 Intellectual Property

The Bidder undertakes that the SABS retains ownership of all Intellectual property rights on all material and processes developed that relate to the service provided for and on its behalf by the Bidder. The Bidder undertakes to transfer all said Intellectual Property Rights, whether registered and/or unregistered, to the SABS, including undertaking to sign all forms necessary to affect such transfer.

#### 4. General Instructions

# 4.1 Assumptions

The SABS has endeavored to provide sufficient guidance to inform Bidders' Bids/Proposals. However, it may be necessary to make some assumptions. Where assumptions have been made these must be documented in the Bid/Proposal. The SABS accepts no responsibility for assumptions made by the Bidder.

# 4.2 Requests for clarification/additional information

Requests for additional information, questions, or issues fundamental to the quality or clarity of the response should be submitted using the 'Request for Proposal Enquiry' (Appendix N). Additional information will be provided at the discretion of the SABS. The SABS also reserves the right to provide the same information to all other interested Bidders.

#### 4.3 Contact information.

All inquiries regarding this RFP must be e-mailed to <u>Tintswalo.Nyathi@sabs.co.za</u>. Bidders must not contact any other SABS personnel regarding this RFP as this may lead to disqualification of the bid. Also, note that any canvassing by Bidders regarding this RFP will result in disqualification.

#### 4.4 Timescale

The proposed timescales for the RFP process are indicated below.

Item	Milestone	Date
1	Date of RFP advertisement	21 August 2025
2	Compulsory Briefing session	N/A
	SABS Head Office, 1 Dr Lategan Road, Groenkloof	
3	Appendix C, Non-disclosure Agreement /Confidentiality Undertaking signed and submitted	12 September 2025
4	Appendix B, Intention to Respond released and submitted	12 September 2025
5	Final Date for Bidders to submit consolidated requests for clarification (Questions)	12 September 2025
	Questions are to be sent to Tintswalo.Nyathi@sabs.co.za	
6	SABS clarification. (Not further clarification after this date)	12 September 2025
7	Proposal Submission Date	15 September 2025
	Proposals are to be sent to <u>Tenders.Tintswalo@sabs.co.za</u>	
8	Evaluation of proposals	ТВА
9	Presentations	ТВА
10	Awarding of Tender (Next TC seating)	ТВА

# 4.5 Presentations

The SABS reserves the right to request bidders to present for clarification.

# 4.6 Clarification and Inspections.

The SABS may submit clarification in writing on specific tender aspects to obtain a better understanding of the received bid/s. This may also include possible inspections of the Bidder's premises at an agreed-upon date and time.

# 4.7 Submitting a response

#### 4.7.1 **Due date**

- Proposals/ Bids are to be submitted by closing date and time as stipulated on page 1.
- Proposals/ Bids must be submitted <u>electronically</u> to <u>Tenders.Tintswalo@sabs.co.za</u> and must clearly indicate the correct tender <u>reference number</u> and <u>description</u> on the subject. Maximum size 14MB.
- Proposals/ Bids must be submitted in PDF Files (compressed zipped folder if necessary).
- o Proposals/Bids submitted via a link and/or "we transfer" will not be accepted.
- The responsibility for on-time submission rests entirely with the Bidders.
- Late submissions will NOT be accepted.
- The above email address should only be used for submission of proposals. No clarity seeking questions should be sent to this email address.

## 4.7.2 Proposal format

Each proposal shall include a detailed description of the Bidder's capabilities with regard to the requirements set out in **Appendix A and Section 5.3** of the Mandatory Evaluation.

#### 4.7.3 Central Supplier Database (CSD) Registration

Service providers and suppliers who wish to render services to SABS will no longer register at SABS directly. Suppliers will have to register on the National Treasury Central Supplier Database (CSD) as per National Circular No 3 of 2015/6 – Central Supplier Database;

National Treasury will maintain the database for all suppliers for the Government and its institutions; and

All existing and prospective suppliers are requested to register on the CSD by accessing the National Treasury website at www.CSD.gov.za.

#### 5. EVALUATION

# 5.1 Returnable documents

Bidders must provide the following administrative compliance documents.

[TICK APPLICABLE BOX]

NO	APPENDIX	TICK
1	Appendix A Tender Requirements/ Scope of Work	
2	Appendix B Intention to Respond	
3	Appendix C SBD 4 Bidder's Disclosure	

NO	APPENDIX	TICK
4	Appendix D SBD 6.1 Preference points claim form in terms of the Preferential	
	Procurement Regulation 2022	
5	Appendix E National Treasury General Conditions	
6	Appendix F SBD 7.2	
7	Appendix G CSD Report	
8	Appendix H BBBEE/ Sworn affidavit	
9	Annexure I Quotation/ Fixed Rate	
10	Appendix J Management Summary (including Statement of Compliance)	
11	Appendix K Page 2 of the RFP Document	
12	Appendix L Request for Proposal Enquiry	

# 5.2 Disqualifying criteria is as follows:

- Bidders who do not meet all the requirements as specified on the RFP document scope of work will not be evaluated any further.
- Bidders whose solution is encumbered by any Intellectual Property rights, whether registered and/or unregistered, including but not limited to Copyrights, Patents, Know-How, Registered Designs, Trademarks, Trade Secrets, and the like, will not be considered for award of the bid.
- Bidders who make a misrepresentation on the above 2 points or any other material fact.

# 5.3 Preferential point system - PRICING and SPECIFIC GOAL

The same SABS negotiated rate will be used for a panel.

## 5.3.1 Feedback on Proposals

Once the recommendation to the Tender Committee has been approved, the successful and unsuccessful bidder(s) will be notified in writing. Successful bidder/s will be issued with a notification letter. Such notification does not constitute an agreement. The award is wholly subject to the successful Bidder entering into a duly signed contract with SABS.

**5.3.2 Contracting** Successful bidder(s) will be required to enter a contract with the SABS. A formal Agreement will be signed with the successful bidder and SABS further reserves the right to amend, alter, or delete clauses.

#### 6 APPENDIX A – SCOPE OF WORK

APPOINTMENT OF AN HV/MV/LV ELECTRICAL CONTRACTOR FOR SERVICE, MAINTENANCE, REFURBISHMENT AND UPGRADE OF TRANSFORMERS, SWITCHGEARS, ELECTRICAL PANELS FOR ALL SABS SITES FOR THE PERIOD OF 36 MONTHS

#### ANNUAL SERVCIE AND MAINTNENACE OF TRANSFORMER

- Purification of Transformer Oil on Site.
- Sampling and Testing Transformer Oil.
- Refurbishment and Rewinding of Transformers.
- Maintenance of LT and HT Switchgear.
- Regeneration of Oil on site.
- Infrared Scanning and report.
- Transformer Measuring and Protective equipment.
- Ensure compliance with SANS, OHS Act and other electrical Regulatory body.

#### ANNUAL SWITCHGEAR SERVICE AND MAINTENANCE

- Through inspection of the circuit breakers condition and checking for visible defects.
- Cleaning and lubrication of circuit breaker mechanism.
- Performing contact resistance tests on the circuit breaker primary contacts.
- Performing speed tests on circuit breakers.
- Performing hipot tests on circuit breakers.
- Performing secondary current injection tests on protection relays.
- Performing primary injection tests on current transformers.
- Functionality testing of the DC circuits on switchgear such as tripping of circuit breakers.
- Check all ammeters and voltmeters for visible damage.
- Open, inspect and clean busbar chambers.
- Inspect all busbar connections on all three phases of the power circuit.

#### **RERBISHMENT AND UPGRADES**

- Replacement of damaged or obsolete electrical components
- Building MV/LV panels
- Wiring or Rewiring of MV/LV Panel
- Repairs to electrical cables
- Fault testing and tracing on electrical cables
- Supplying and replacement of electrical cables
- Design proposal

#### **REPORTING**

- Oil Sample results and recommendation report
- Certificates of compliance
- Annual general condition status report for transformers, switchgears and substations
- Electrical classification investigation in hazardous areas

## **MANDATORY REQUIREMENTS**

- Proof of "valid" registration as the Electrical Contractor with the Department of Labor must be submitted with the bid.
- Company experience in similar nature of work 3 reference letters not older than 5 years
- Tenderers should have a minimum CIDB of Grading of 2EP.

# **SKILLS:**

SKILL	FUNCTION	QUALIFICATION		
Team Leader	Meet with Manager or Representative, facilitate repairs and maintenance of the electrical	1.	<ol> <li>MIN NQF 6 Electrical qualification</li> </ol>	
	transformer switchgear, Planning and attend to Equipment Inspection	2.	Min 5 years exp	
ARTISAN	Switching, testing, inspections and repairs, etc.	1. 2. 3.	Trade test Elec  Master Installation Electrician	
Assistant	Support to Artisan	N/A		
Electrical Engineer	Electrical diagrams, designs, assessments	1.	Min Electrical	BSC/Tech Engineering
		<ol> <li>3.</li> </ol>	<ol> <li>ECSA Prof         Registration     </li> <li>Min 5 years Exp</li> </ol>	

# **FIXED COSTS**

	Item Description	Unit Cost/Price				
1. TRA						
1.1	Rewinding					
1.2	Oil purification					
1.3	Oil change/ refill per liter					
1.4	Testing and reporting					
1.5	Certificate of Compliance					
1.6	Oil Sampling					
1.7	Rental/ temporary supply					
2. SWI	TCHGEAR					
2.1	Performing speed tests on circuit breakers					
2.2	Performing hipot tests on circuit breakers					
2.3	Performing secondary current injection tests on protection relays					
2.4	Performing primary injection tests on current transformers					
3. LAB	OUR					
3.1.1	Team Leader Per hour Rate (Normal hours)					
3.1.2	Team Leader Per hour Rate (After hours)					
3.2.1	Artisan Electrician Per Hour Rate (Normal hours)					
3.2.2	Artisan Electrician Per Hour Rate (After hours)					
3.3.1	Assistant Per hour Rate (Normal hours)					
3.3.2	Assistant Per hour Rate (After hours)					
3.4.1	Electrical Engineer Per Hour Rate (Normal Hours)					
4. RER	BISHMENT AND UPGRADES					
	Mark-up %					
5. Rigg	ing					
5.1	5 ton crane truck Per Hour Rate					

# **SERVICE LEVEL AGRREMENT**

- SWITCHING OFF SUPPLIES: All switching of HV, MV and LV supplies shall be arranged in advance with the Facilities Maintenance department.
- The Contractor shall establish the department's requirements regarding advance notice, permits to work, etc. at the start of any work requiring the supply to be switched off.

- PROGRAMME: The programme for major tasks during the contract period will be agreed with the Contractor before work commences.
- STAFF: The Contractor shall always have a competent person / supervisor on site to oversee the
  execution of the work required under this contract. This person shall be familiar with and have
  undergone the necessary training to meet all the health and safety requirements stipulated in the
  Occupational Health and Safety Act (OHS Act) and where relevant to meet environmental procedures
  and the requirements of SABS. The person in charge will also ensure that the necessary quality
  control and assurance is adhered too.
- For any components requested by the duly authorised SABS Facilities Manager/Official, the Contractor must provide the required components needed to complete the work.
- SABS allows the successful bidder up to 29% mark-up on the aforementioned components; however,
   SABS reserves the right to advertise and procure as per SCM policies

# **Appendix B**

# Intention to respond to the Request for Proposal

We hereby accept / decline your Request for Proposal.

Company:

Company Representative:

Position/Title:

Signature:

Please state a brief reason for declining this Request for Proposal.

Appendix C BIDDER'S DISCLOSURE

#### 1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offer 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 is listed in the Register for Tender Defaulters and/or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

#### 2. Bidder's declaration

2.1 Is the bidder, or any of its directors/trustees/shareholders/members/partners or any person having a controlling interest1 in the enterprise,

employed by the state?

YES/NO

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

<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.

2.2.1	If so, furnish particulars:
2.3	Does the bidder or any of its directors/trustees/shareholders/members/partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?  YES/NO
2.3.1	If so, furnish particulars:
3 D	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 understand the contents of this disclosure;
3.2	I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
3.3	The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or consortium2 will not be construed as collusive bidding.
3.4	In addition, there have been no consultations, communications, agreements, or arrangements with

- 3.4 In addition, there have been no consultations, communications, agreements, or arrangements with any competitor regarding the quality, quantity, specifications, or 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, before 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 before 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, suspicious bids will be reported to the Competition

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

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

3.7 business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2, and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 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

#### 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

- 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

$$Ps = 80\left(1 - rac{Pt - P\,min}{P\,min}
ight)$$
 or  $Ps = 90\left(1 - rac{Pt - P\,min}{P\,min}
ight)$ 

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:

$$Ps = 80\left(1 + \frac{Pt - P max}{P max}\right)$$
 or  $Ps = 90\left(1 + \frac{Pt - P max}{Pmax}\right)$ 

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)
	100% black ownership		10		
	75% - 99% black ownership		8		
Persons	60% - 74% black ownership		6		
historically disadvantaged on	51% - 59% black ownership		4		
the basis of race	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		
genuel	30% - 50% black women ownership		2		

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

# **DECLARATION WITH REGARD TO COMPANY/FIRM**

4.3.	Name of company/firm		
4.4.	Company registration number:		
4.5.	TYPE OF COMPANY/ FIRM		
	<ul> <li>Partnership/Joint Venture / Consortium</li> <li>One-person business/sole propriety</li> <li>Close corporation</li> <li>Public Company</li> <li>Personal Liability Company</li> <li>(Pty) Limited</li> <li>Non-Profit Company</li> <li>State Owned Company</li> </ul>		
	[TICK APPLICABLE BOX]		

- 4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:
  - i) The information furnished is true and correct;
  - ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
  - iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
  - iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
    - (a) disqualify the person from the tendering process;
    - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
    - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

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

Appendix E

NATIONAL TREASURY GENERAL CONDITIONS OF CONTRACT

Appendix F

**SBD 7.2** 

**Quotation (Rate)** 

# Appendix G

**BBBEE Certificate/Sworn Affidavit (Specific Goal point)** 

# Appendix H

# Statement of Compliance with the Request for Proposal

Company Name:	
Proposed Service:	
exception of the specific issues outline	
Signed:	(Authorised Signatory)
Name:	
Position:	
Nate:	

# Appendix I

Page 2 of the tender document

# Appendix J

Statement of Compliance

# Appendix K

Request for Proposal Enquiry					
To: Tintswalo.nyathi@sabs.co.za	From:				
Questions:					
Answers:					

To: Tintswalo.Nyathi@sabs.co.za