

OUR REF RFQ 201808
ENQUIRIES Lekgolo Lebepe
TELEPHONE 012 428 6157
DATE 02 October 2025

RFQ 201808: APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY, DELIVER AND INSTALL WATER COOLING SYSTEM

Dear Bidder

The South African Bureau of Standards (SABS) hereby invites suitably qualified service provider to supply, deliver and install water cooling system.

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 10
- 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

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 supply, deliver and install water cooling system** 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 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

The water-cooling system is required to reticulate water and regulate the temperature of water that is supplied through the water-cooled copper cables. The water-cooling system will form an integral part of the 5kA plan temperature rise testing system. The temperature regulation is crucial during testing to prevent damages to the cables and samples.

You are required to supply, deliver and install water cooling system and technical specifications that will meet the following requirements.

Requirements

No	Requirement	Detailed description
1	Cooling System Type	Closed-loop water cooling system
2	Flow Rate	Minimum flow rate: Depends on the size of the water-cooled cables Maximum flow rate: Depends on the size of the water-cooled cables
3	Cooling Capacity	Required cooling capacity: 5 kA
4	Temperature Control	Inlet water temperature: 10°C to 25°C Outlet water temperature: Not to exceed 40°C during testing
5	Materials	Cables: High-quality copper with water-cooled radiators. Piping: Corrosion-resistant materials (e.g., stainless steel or PVC) Storage tank: Insulated to prevent heat gain (non-asbestos)
6	Pump Specifications	Type: Centrifugal or submersible pump Capacity: Sufficient to maintain required flow rate
7	Filtration System	Filtration type: As needed to ensure clean water for cooling

No	Requirement	Detailed description
		Maintenance schedule: Regular checks and replacements as required.
8	Sensors and Controls	Temperature sensors: To monitor inlet and outlet temperatures Flow sensors: To ensure adequate flow rates Control system: Automated monitoring and control for temperature regulation
9	Cooling Cycle	Water recycling mechanism: Includes a reservoir for collecting and reusing cooled water Piping layout: Ensure minimal turbulence and efficient flow
10	Back-Up System	Water availability back-up: Ensure alternative water sources are available in case of shortages
11	Safety Measures	Overheat protection: Automatic shut-off mechanisms in case of temperature breaches Leak detection: Systems in place to prevent water wastage and equipment damage
12	Regulatory Compliance	Ensure all materials and processes comply with local environmental and safety regulations. Implementing these specifications will improve the efficiency of the cooling system, reduce operational costs, and mitigate the risk of equipment overheating.
13	Compatibility	Consideration of existing infrastructure and systems to ensure seamless integration and operation.

Installation

Specify who is responsible for the installation and any installation requirements.

The supplier is fully responsible for the implementation and installation of the system.

Installation requirements:

1. Site Preparation

- Location Assessment: Choose an appropriate site that allows for easy access to the cooling system, adequate space for equipment, and minimal environmental impact.
- Foundation and Support: Ensure that the foundation is stable and capable of supporting the weight of the cooling equipment, including chillers, cooling towers, and associated components.

2. System Design and Layout

- Piping Layout: Design an efficient piping layout that minimizes bends and pressure drops. Ensure proper sizing of pipes to handle the required flow rates.

- **Equipment Placement:** Position equipment (chillers, pumps, cooling towers) for optimal airflow, maintenance access, and minimal noise impact on surrounding areas.

3. Component Selection

- **Quality Equipment:** Select high-quality, reliable components that are suitable for the specific application and environmental conditions.
- **Compatibility:** Ensure that all components (pumps, chillers, heat exchangers, etc.) are compatible with each other and with the system's operational requirements.

4. Electrical and Control Systems

- **Power Supply:** Ensure that the electrical supply meets the voltage and current requirements of all equipment.
- **Control Systems:** Install control panels and automation systems that allow for efficient monitoring and operation of the cooling system.

5. Water Supply and Drainage

- **Water Source:** Ensure a reliable source of water for the cooling system, with appropriate filtration and treatment as necessary.
- **Drainage Systems:** Install proper drainage systems to handle condensate and overflow, preventing water damage and ensuring compliance with local regulations.

6. Insulation and Protection

- **Pipe Insulation:** Insulate pipes to minimize heat loss and prevent condensation, especially in colder environments.
- **Weather Protection:** Provide weatherproofing for outdoor components to protect against environmental factors.

7. Safety and Compliance

- **Regulatory Compliance:** Ensure that the installation complies with local, state, and federal regulations, including environmental and safety standards.
- **Safety Features:** Install safety features such as pressure relief valves, emergency shut-off switches, and alarms.

8. Testing and Verification

- **Pressure Testing:** Conduct pressure tests on the piping system to check for leaks and ensure integrity.
- **System Flushing:** Flush the system to remove debris and contaminants before filling with water.

9. Documentation and Training

- **Installation Documentation:** Provide and maintain detailed records of the installation process, including schematics, manuals, and specifications.
- **Staff Training:** Train personnel on the operation, maintenance, and troubleshooting of the cooling system.

10. Final Inspection and Commissioning

- Inspection: Conduct a final inspection to ensure that all installation requirements are met.
- Commissioning: Follow commissioning procedures to verify system performance and functionality before full operation. Adhering to these installation requirements helps ensure that the water-cooling system operates efficiently, safely, and reliably throughout its lifecycle.

Commissioning

Specify who is responsible for the commissioning and any commissioning requirements.

The supplier is responsible for commissioning

Commissioning requirements:

1. Design Review

- Verify that the system design meets operational requirements and complies with relevant standards and regulations

2. Pre-Commissioning Inspection

- Inspect all components (pumps, piping, valves, etc.) for damage or defects

3. System Flushing and Cleaning

- Flush the system to remove debris, dirt and contaminants.
- Clean components like heat exchangers to prevent fouling.

4. Leak Testing

- Conduct pressure tests to check for leaks in the piping and connections.
- Verify that all valves and fittings are secure.

5. Control System Verification

- Test control systems, including sensors, actuators, and automation software, to ensure proper functionality.
- Confirm that alarms and safety features are operational.

6. Hydraulic Testing

- Verify the flow rates and pressure drops throughout the system.
- Ensure that the system operates within specified parameters.

7. Performance Testing

- Conduct operational tests to verify that the system meets design specifications, including temperature and flow rates.

8. Documentation and Training

- Provide comprehensive documentation, including operation and maintenance manuals.
- Train staff on system operation, maintenance, and emergency procedures.

9. Final Review and Handover

- Conduct a final review with stakeholders to confirm that all commissioning requirements have been met.
- Handover the system to operations with all necessary documentation and training completed.

Note: During commissioning the supplier shall demonstrate all material, design, product, or service functionality. This will be compared to the requirements described in this product specification. Compliance will be confirmed by both the SABS and the supplier signing off against each requirement.

Training

Specify the training requirements. (To include the number of employees and what training modules i.e. operation of equipment, maintenance, etc.)

1. System Overview

- Introduction to Components: Provide an overview of the system, including key components and control systems.
- Operational Principles: Explain how the water-cooling system works

2. Operational Procedures

- Start-Up and Shut-Down: Train users on proper start-up and shut-down procedures, including safety checks and operational protocols.
- Monitoring Operations: Teach how to monitor system performance using control panels, gauges, and software interfaces, including key parameters such as temperature, pressure, and flow rates.

3. Maintenance Practices

- Routine Maintenance: Provide guidelines for routine maintenance tasks, such as cleaning filters, checking fluid levels, and inspecting components.
- Scheduled Maintenance: Discuss the importance of scheduled maintenance, including intervals for professional servicing and inspections.

4. Troubleshooting Techniques

- Common Issues: Identify common operational problems (e.g., overheating, low flow rates, unusual noises) and provide troubleshooting steps.
- Diagnostic Tools: Familiarize users with any diagnostic tools or software used for troubleshooting and monitoring system performance.

5. Safety Protocols

- **Safety Procedures:** Train users on safety protocols related to the operation of the water cooling system, including personal protective equipment (PPE) requirements.
- **Emergency Procedures:** Educate users on emergency shutdown procedures, safety alarms, and how to respond to system failures or leaks.

6. System Documentation

- **Manuals and Documentation:** Provide access to operation and maintenance manuals, schematics, and troubleshooting guides.

7. Hands-On Training

- **Practical Demonstrations:** Conduct hands-on training sessions where users can practice operating and maintaining the system under supervision.

Documentation

Specify the documentation required (data sheets, wiring diagrams, operation manuals, etc)

1. Installation Manuals

- **Installation Guide:** Detailed instructions on how the system was installed, including diagrams and specifications for all components.
- **System Layout Diagrams:** Schematic drawings showing the layout of the system, including piping, equipment locations, and connections.

2. Operation Manuals

- **User Manual:** A comprehensive guide for end users covering the operation of the water cooling system, including start-up and shut-down procedures.
- **Control System Documentation:** Instructions for using the control panels, software interfaces, and any automation features.

3. Maintenance Manuals

- **Maintenance Schedule:** A recommended schedule for routine maintenance tasks, including intervals for inspections, cleaning, and component replacements.
- **Maintenance Procedures:** Step-by-step instructions for conducting routine maintenance, troubleshooting common issues, and performing repairs.

4. Technical Specifications

- **Equipment Specifications:** Detailed specifications for components of the system, performance ratings, dimensions, and electrical requirements.
- **Flow Rate and Pressure Requirements:** Documentation outlining the expected flow rates and pressure settings for optimal performance.

5. Safety and Compliance Information

- **Safety Guidelines:** Information on safety protocols, including personal protective equipment (PPE) requirements and emergency procedures.

- **Regulatory Compliance Documentation:** Certificates or documentation demonstrating compliance with local, state, and federal regulations (e.g., environmental regulations, safety standards).

6. Troubleshooting Guides

- **Common Issues and Solutions:** A guide detailing common problems that may arise, along with troubleshooting steps and solutions.
- **Diagnostic Tools Instructions:** Information on how to use any diagnostic tools or software provided with the system.

7. Training Materials

- **Training Manuals:** Any materials used during end-user training sessions, including presentations or handouts that summarize key operational and maintenance information.
- **Training Records:** Documentation of training sessions, including participant names and dates of training.

8. Final Commissioning Report

- **Commissioning Documentation:** A report summarizing the commissioning process, including performance tests, system checks, and any adjustments made during installation.

Note: SABS will evaluate each document. SABS can decide at its own discretion if any document is not sufficient. In such a case the supplier will be responsible for updating the document to SABS satisfaction.

Services to be supplied by SABS

The supplier is responsible for notifying SABS of any service that might be required for the installation, commissioning and operation of the equipment. This notification must be submitted together with the original quotation.

No services would be provided by SABS except if agreed upfront

Conditions

- **Ambient Temperature**

Operating Range: Ideally between 5°C and 35°C to ensure optimal cooling efficiency.

Extreme Conditions: Systems should be designed to handle maximum temperatures up to 50°C and minimums down to -5°C.

- **Protection from Elements**

Adequate shielding from direct sunlight, wind, and precipitation to prolong the lifespan of equipment. Use materials that resist UV degradation and are appropriate for the local climate conditions.

Selection criteria

Note: General selection criteria

SABS will select the system most suited to the needs of - and conditions in the SABS test laboratory.

All requirements of this document must be met as a minimum requirement.

Proposals will further be rated based on:

- Ease of operation
- Flexibility of application
- Additional features that will aid the test process.
- Mechanical soundness of full system.
- Quality level of components
- Perceived overall design of the system.

8. Timelines

MILESTONES	DATE AND E-MAIL ADDRESS
Closing Date and Time No late submissions will be accepted.	08 October 2025 at 11:00 am
Method of submission. (Email only) _	Responses should be submitted via email only elvis.lebepe@sabs.co.za It is the Bidder's responsibility to ensure that the quotation is received on time by SABS.

9. Preference Points

Only Bidders who meet the specified 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 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 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 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:

.....

¹ 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 consortium² 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.

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.

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 201808** 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 of2025

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

..... (name) (title)

Witness 1.

Witness 2.

For the SABS

Signed at..... on this.....day of2025

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.

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