

24 July 2026

ERRATUM
(RFQ NO: 202032)

Request for Quotation (RFQ)

**APPOINTMENT OF A SERVICE PROVIDER FOR THE DURBAN
GARDENING SERVICES FOR A
PERIOD OF THIRTY-SIX (36) MONTHS.**

On Wednesday, 17 July 2026, the South African Bureau of Standards (SABS) invited bidders to submit proposals for the above-mentioned RFQ. The closing/submission date for the tender is Wednesday, **29 July 2026 at 11h00**.

The SABS appreciates your interest in responding to the Request for Quotation.

Please note the following amendment in the advertised RFQ document:

1. Standard Bidding Document (Page 1-21), the following changes have been made:
 - The Requirement for a Capability of key personnel (Horticulturist) Has been removed. A revised RFQ Document has been updated on e-tenders.
 - Normal working hours shall be **07:00 – 15:00**

All other terms of the RFQ document remain unchanged.

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

Gauteng Head Office

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East Coast Region

15 Garth Road,
Waterfall Park
PO Box 30087,
Mayville, 4058

Tel +27 (0) 31 203 2900

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The SABS wishes to encourage you to submit a response to this tender, and to apologise for any inconveniences caused because of this erratum.

Enquiries may be directed to Ntobeko.Mweli@sabs.co.za (Please use RFQ number as subject reference)

OUR REF	RFQ 202032
ENQUIRIES	Ntobeko Mweli
TELEPHONE	012 428 6691
DATE	17 July 2026

RFQ 202032: APPOINTMENT OF A SERVICE PROVIDER FOR THE DURBAN GARDENING SERVICES FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

Dear Bidder

The South African Bureau of Standards (SABS) hereby invites suitably qualified service providers for the Appointment of a service provider for the Durban Gardening Services for a period of 36 Months.

The details of the service to be provided are 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 Regulations 2022

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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 bids for the **Appointment of a service provider for the Durban Gardening Services for a period of 36 Months**, subject to the SABS Standard Terms and Conditions, of which a copy is available on www.sabs.co.za, accessible through the link: https://www.sabs.co.za/Procurement/proc_toc.asp

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

APPOINTMENT OF A SERVICE PROVIDER FOR THE DURBAN GARDENING SERVICES FOR A PERIOD OF THIRTY-SIX (36) MONTHS

The purpose of this contract is to appoint a Service Provider to deliver comprehensive gardening, landscaping, and grounds maintenance services to ensure that the SABs Durban premises are maintained in a clean, safe, and aesthetically acceptable condition throughout the year, taking into account the high rainfall and rapid vegetation growth typical of Durban. The Service Provider shall provide all labour, supervision, equipment, tools, and consumables necessary to perform the services described herein, unless otherwise agreed.

GENERAL SERVICE REQUIREMENTS

The Service Provider shall:

- 2.1. Provide suitably trained gardening staff and a supervisor.
- 2.2. Ensure staff are presentable, identifiable, and comply with site safety rules.
- 2.3. Provide all gardening tools and equipment, including lawnmowers, brush cutters, ladders, pruning equipment, high-pressure cleaners, and irrigation repair tools.
- 2.4. Ensure regular supervision and quality control of staff on site.
- 2.5. Remove all garden refuse and waste generated from the work and dispose of it at an approved municipal facility at the contractor's cost. Proof of disposal (weighbridge slips, receipts, or records) shall be provided where available.
- 2.6. Ensure vegetation does not interfere with security infrastructure, including fences, cameras, and access points.
- 2.7. Adjust maintenance frequency during periods of rapid growth or heavy rainfall to ensure gardens and paved areas remain neat, safe, and accessible.
- 2.8. Ensure the monthly fee includes labour, supervision, tools, equipment, transport, and all operational costs required to perform the services.
- 2.9. Normal working hours shall be **07:00 – 15:00**, unless otherwise agreed.

3. DURBAN-SPECIFIC CLAUSES

- 3.1. Rapid Growth and Rain Clause – Increase maintenance frequency during heavy rainfall to prevent overgrowth. Additional visits may be required at no extra cost unless agreed in writing.
- 3.2. Moss and Slippery Surface Clause – Inspect paved areas weekly for moss, algae, or slippery growth

and clean promptly using high-pressure cleaning or approved methods.

3.3. Storm/Debris Response Clause – Respond within 24 hours to remove fallen branches or debris caused by storms or high winds. 3.4 Snake Repellent Application – Apply snake repellent supplied by SABS safely across designated areas, focusing on perimeter fencing, landscaped zones, and high-risk vegetation areas.

3.4. Pest and Ant Nest Control – Monitor for pests and infestations; treat using environmentally responsible methods. Notify SABS if specialised pest control is required.

4. ROUTINE GROUNDS MAINTENANCE

4.1. Daily Services

- Collect and remove litter, debris, and leaves from all garden and paved areas.
- Sweep entrance areas, verandas, tiled areas, and high-traffic paved zones.
- Remove weeds from flower beds and landscaped areas.
- Inspect gardens for fallen branches and storm debris.
- Inspect irrigation systems for leaks or damage.
- Maintain a two-metre vegetation-free strip inside and outside the perimeter fence.
- Maintain pot plants in verandas and designated interior areas.
- Remove garden refuse generated from daily work.

4.2. Weekly Services

- Mow all lawn areas including verges.
- Edge lawn borders and pathways.
- Sweep parking areas and paved zones.
- Clean stormwater drains and channels.
- Clean refuse bin areas and high-pressure clean bins.
- Clean building gutters.
- Clean areas under fruiting trees during berry season.

4.3 Fortnightly Services

- High-pressure clean paved areas (approx. 4,000 m²).
- Sweep and clean carport roofing structures.
- Inspect irrigation infrastructure and perform minor adjustments.

4.4 Monthly Services

- Cut grass and vegetation in vacant land (approx. 2.4 acres).
- Clean second-floor balconies, including removal of bird droppings.
- Apply weed control chemicals to paved areas.
- Conduct site inspection with SABS representative if requested.

4.5 Quarterly Services

- Trim trees encroaching on roofs and parking structures.
- Remove dead branches and palm fronds.
- Remove palm fruit and clean surrounding areas.
- Cut back branches touching or hanging over fences.
- Remove weeds between paving joints

4.6 Annual Services

- Fertilise all lawn areas once per year.
- Conduct annual garden condition assessment and recommend improvements.
- Conduct annual invasive plant species assessment and provide a report with recommendations.

4.7 Ad-hoc Services (Quoted Separately)

The following services shall be performed only upon request and shall be quoted separately:

Tree Work

Tree Work	
• Tree felling	
• Removal of fallen trees	
• Cutting and removal of large branches	
Tree Categories	
• Small trees	
• Medium trees	
• Large trees	
• Extra-large trees	
Additional Services	
• Stump poisoning	
• Installation of irrigation systems	
• Major irrigation repairs	

PRICING TO BE FIXED FOR 36 MONTHS

Description	Cost per Month	Cost per Year 1	Cost Year 2	Cost Year 3
1.1 Labour				
1.2 Materials/Chemicals				
1.3 Equipment				
1.4 Other				
Total Excl. VAT				
VAT @ 15%				
Total Incl. VAT				
Total for 36 Months				

5. VEGETATION MANAGEMENT

5.1. The Service Provider shall:

5.2. Maintain all lawn areas at a uniform height of 15–20 mm.

5.3. Remove and control unwanted or invasive trees.

5.4. Ensure garden beds and paved surface joints remain at least 95% free of weeds.

- 5.5. Prune shrubs and plants to maintain natural growth habit or formal shape, ensuring no obstruction of windows, cameras, lighting, entrances, or walkways.
- 5.6. Maintain a minimum clear head-height of 2.1 m above pedestrian walkways.

6. WASTE HANDLING

- 6.1. All green waste (clippings, prunings, leaves, and organic debris) shall be removed from site on the same day.
- 6.2. Use of tenant skips or on-site waste receptacles is strictly prohibited.
- 6.3. The contractor shall arrange appropriate off-site disposal at their own cost.

7. SITE PREPARATION PRIOR TO MOWING

- 7.1. Conduct a litter patrol before mowing to remove refuse (paper, plastic, bottles, cigarette butts, etc.).
- 7.2. This is to prevent shredding and scattering of litter across landscaped areas.

8. OCCUPATIONAL HEALTH AND SAFETY REQUIREMENTS

(As required under the South African Occupational Health and Safety Act)

8.1. Safety Signage

- Display “Caution: Grass Cutting in Progress” A-frame warning boards at both ends of all active work zones along pedestrian pathways.

8.2. Personal Protective Equipment (PPE)

All contractor personnel shall wear:

- High-visibility reflective vests
- SABS-approved steel-toe safety boots
- Hearing protection (ear muffs or plugs)
- Eye protection (polycarbonate safety goggles or full-face visors)

8.3. Equipment Safety

- All lawnmowers shall be fitted with functional stone guards and discharge chutes to prevent projection of debris.

8.4. Operational Hours

- High-noise activities (mowing, leaf blowing) shall be scheduled before 09:00 or between 13:00–14:00 to reduce disruption.

9. SECURITY CLEARANCE STANDARDS

9.1. Internal Clearance (Inside Perimeter Fence)

- Maintain a 2-meter clear-cut zone inside the perimeter fence.
- Grass within this zone shall be kept at 15–20 mm.
- Shrubs and vegetation shall be pruned back to avoid contact with electric fence strands, sensors, CCTV poles, or detection equipment.
- Ground conditions must remain free of obstructions to allow inspection and incident response.

9.2. External Clearance (Outside Perimeter Fence)

- Maintain a 2-meter clear-sight zone outside the perimeter fence.
- Remove all encroaching vegetation to eliminate concealment opportunities, maintain CCTV coverage, and prevent bridging of the electrified fence.

9.3. Anti-Bridging Standard

- No tree branches, creepers, or foliage may be within 2 meters above the top of the perimeter fence.
- Vegetation creating a bridging risk shall be reported immediately and pruned without delay.

10. REPORTING AND CONTRACT MANAGEMENT

10.1. Submit monthly reports covering all routine and ad-hoc services performed, including:

- Photos of key areas
- Checklist of completed tasks
- Notes on issues encountered
- Waste disposal log/proof of disposal

10.2. Provide an Account Manager responsible for contract performance.

10.3. Attend monthly review meetings or teleconferences with SABS when required.

10.4. Immediately report damaged irrigation systems, dangerous trees, or drainage issues

Notes:

- **Services are to be rendered once a week**
- **Service Provider to provide all equipment/tools**
- **Service Provider to remove all garden refuse from site after each clean up**
- **Service Provider to provide public liability insurance policy on or before the Effective Date of this Agreement.**

8. Mandatory requirements

- Attendance of compulsory briefing session
- Provide a valid COIDA from department of labour (Compensation for Occupational Injuries and Diseases Act) registration

Other Requirements

- The Service Provider must have a health and safety policy in place upon award of the contract.

Only bidders that meet the mandatory requirements will be evaluated further on Functionality Evaluation

9. Functionality Evaluation

- Bids will be evaluated in terms of Functionality based on the following criteria:

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	Company Experience		
	The bidder must demonstrate relevant experience in providing gardening and landscaping services. A detailed company profile indicating the number of years' experience in providing gardening/landscaping service or similar service		
	3 years' experience	1	20%
	>3 – 4 years' experience	2	
	>4 – 6 years' experience	3	
	>6 – 8 years' experience	4	
	>8 years' experience	5	
2	Company Track Record		
	The bidder must demonstrate relevant experience and expertise in providing gardening services over the past seven (7) years. Bidders must submit contactable reference letters from clients where gardening services was rendered.		
	No reference letters and/or relevant experience	0	40%
	1 reference letter	1	
	2 reference letters	2	
	3 reference letters	3	
	4 reference letters	4	
	5 or more reference letters	5	
3	Supervisor Qualification and Experience		
	The bidder must demonstrate experience and qualification(s) of the Supervisor in managing gardening contracts. Bidders must attach proof of qualifications (minimum matric) or detailed CV of the Supervisor to be assigned to the SABS clearly indicating the number years relevant experience as a manager in gardening and landscaping.		20%
	No CV and/or qualification attached	0	
	1 -2 years' experience + matric or higher	1	
	>2 -4 years' experience + matric or higher	2	
	>4 - 6 years' experience + matric or higher	3	

	>6 - 8 years' experience + matric or higher	4	
	>8 years' experience + matric or higher	5	
4	Delivery Capability		20%
	Bidders must demonstrate the ability and capability to deliver the required services. Company Structure: Provide an organogram that depicts the structure for the management of the contract. Management and Operational Structure should include but not limited to: 1. Supervisor 2. Safety Officer/Rep		
	No organogram	0	
	Organogram contains one (1) of the positions required above.	1	
	Organogram contains two (2) of the positions required above	5	
			100%
Minimum threshold is 70%			

Only bidders that meet the minimum threshold of 70 % will be evaluated further on Preference Point System (Price and specific goals).

10. Timelines

MILESTONES	DATE AND E-MAIL ADDRESS
Compulsory Briefing Session	24 July 2026 at 11:00 am SABS Durban Office 15 Garth Road Waterval, Mayville, Durban, 4058
Closing Date and Time No late submissions will be accepted.	29 July 2026 at 11:00 am
Method of submission. Proposals/Bids submitted via a link and/or "we transfer" will not be accepted.	Responses should be submitted via email Ntobeko.Mweli@sabs.co.za It is the Bidder's responsibility to ensure that the quotation is received on time by SABS.

11. Preference Points

Only Bidders who meet the Functionality requirements will be evaluated further on 80/20 preference points system of 2022. (PRICING AND SPECIFIC GOAL)

12. Quotation

The quotation should but not limited to the following:

- All inclusive of VAT
- Transportation cost (If applicable)
- Disbursement
- Fixed price, where foreign currencies are involved, bidders should make provision for forward cover.

13. Contact information

All enquiries regarding this RFQ must be e-mailed/directed to Ntobeko.Mweli@sabs.co.za and **012 428 6691**. 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.

14. 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.

15. 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.

16. 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.

SBD 4

ANNEXURE B- 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:

.....

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

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.

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.

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.

.....

.....

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.

Signature

Date

.....

Position

.....

Name of bidder

ANNEXURE C - 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 201921** 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 of2026

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

..... (name) (title)

Witness 1.

Witness 2.

For the SABS

Signed at..... on this.....day of2026

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

- 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:

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 \mathbf{Ps} = \mathbf{80} \left(\mathbf{1} - \frac{\mathbf{Pt} - \mathbf{P}_{min}}{\mathbf{P}_{min}} \right) & \mathbf{or} & \mathbf{Ps} = \mathbf{90} \left(\mathbf{1} - \frac{\mathbf{Pt} - \mathbf{P}_{min}}{\mathbf{P}_{min}} \right)
 \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

P_{min} = 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:

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)} \end{array}$$

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{max} = 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. Bidders that do not claim points will be allocated 0 points.

(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% - 74.99% black ownership		6		
	51% - 59.99% black ownership		4		
	1% - 50.99% 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		
	1% - 50.99% 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% - 50.99% 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:	