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

RFP NUMBER: 202174

DESCRIPTION: APPOINTMENT OF A PANEL OF ATTORNEYS FOR A PERIOD OF FIVE (5) YEARS

CLOSING DATE: 07 DECEMBER 2026

CLOSING TIME: 11:00am

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Publication date: 17 November 2026

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				
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN SUBMITTED?	YES or NO
HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED?	YES OR NO
IF YES, WHO WAS THE CERTIFICATE ISSUED BY? AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) ☐ A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS) ☐ A REGISTERED AUDITOR ☐ [TICK APPLICABLE BOX]	

NAME OF AUTHORISED PERSON	
SIGNATURE OF BIDDER	
CAPACITY UNDER WHICH THIS BID IS SIGNED	
DATE	

1. Intent

The South African Bureau of Standards (SABS) is inviting experienced and reputable (Suppliers) Bidders to submit proposals for the panel of attorneys for a period of five (5) years.

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 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 D) no later than **07 December 2026**. Should a party decide not to respond to this RFP, the party is 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 prior to 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 to 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 prior to 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 tenders.elvis@sabs.co.za 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 send 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 prior to 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, 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 of this RFP 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, negotiation 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 sole 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. The SABS also reserves the right not to select a Bidder/award the tender. The SABS does not become bound by any obligations prior to 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 prior to 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 eighty (180) 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, prior to 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 and shall retain ownership of all Intellectual property rights on all material and processes developed by the Bidder for and on behalf of the SABS 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 effect such transfer.

4. General Instructions

4.1 Assumptions

The SABS has endeavoured 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 enquiries regarding this RFP must be e-mailed to elvis.lebepe@sabs.co.za . 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	07 November 2026
2	Briefing session	N/A
5	Final Date for Bidders to submit consolidated requests for clarification (Questions) Questions to be send to elvis.lebepe@sabs.co.za	23 November 2026
6	SABS clarification. (Not further clarification after this date)	27 November 2026
5	Appendix C, Non-disclosure Agreement /Confidentiality Undertaking signed and submitted	07 December 2026
6	Appendix B, Intention to respond released and submitted	07 December 2026
7	Proposal Submission Date Proposals to be send to tenders.elvis@sabs.co.za	07 December 2026, 11:00am

4.5 Management summary

This section should be submitted as a separate document. The information to be provided in the Management Summary shall include but not be limited to the following items.
○ Company profile ○ Completed 'Statement of compliance' (Appendix K)

4.6 Presentations

The SABS reserves the right to request bidders to make presentations for clarification.

4.7 Clarification and inspections

The SABS may submit clarification requests 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.

4.8 Submitting a response

4.8.1 Due date

- Proposals/ Bids are to be submitted by closing date and time as stipulated on page 1.
- Proposals/ Bids must be submitted **electronically** to tenders.elvis@sabs.co.za indicating the tender **reference number** and **description on the subject**. **Maximum size 14MB.**
- Proposals/ Bids must be submitted on **PDF Files** (compressed zipped folder if necessary).
- 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 send to this email address.**
- **To avoid unnecessary voluminous documents, bidders should not attach information not requested, i.e. court judgments/court orders, lease agreements, etc.**

4.8.2 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 and **5.4** Technical Evaluation.

4.8.3 Central Supplier Database (CSD) Registration

Bidders who wish to render services to the SABS must be registered on National Treasury Central Supplier Database (CSD) as per National Circular No 3 of 2015/6 – Central Supplier Database.
National Treasury maintains the database for all suppliers for 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.
The SABS does not register Bidders directly.

5. Evaluation

5.1 Returnable documents

Bidders must provide the following administrative compliance documents. [TICK APPLICABLE BOX]

NO	APPENDIX	TICK
1	Appendix A Scope of Work	
2	Appendix B SABS Standard Rates	
3	Appendix C Company Experience	
4	Appendix D Intention to Respond	
5	Appendix E SBD 4 Bidder's Disclosure	
6	Appendix F Signed Non-disclosure agreement	
7	Appendix G SBD 6.1 Preference points claim form in terms of the Preferential procurement Regulation 2022	
8	Appendix H CSD Report / Proof of banking details for international suppliers	
9	Appendix I BBBEE/ Sworn affidavit (**claim specific goals)**	
10	Appendix J Management Summary (including Statement of Compliance)	
11	Appendix K Statement of Compliance	

12	Appendix L Signed SABS Terms and Conditions	
13	Appendix M Page 2 of the RFP Document	
14	Appendix N Audited Financial Statements	
15	Appendix O Request for Proposal Enquiry	
16	Appendix L Service Agreement	

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, must ensure that they have a valid authorisation/license(s) to use or to exploit such Intellectual Property rights and indemnifies that SABS against any claims associated with any unlawful use of a third party's Intellectual Property. Failure to comply with this criterion will disqualify a Bidder.
- Bidders who make a misrepresentation on the above 2 points or any other material fact.

5.3 Mandatory Requirements

Details	Tick
Letter of Good Standing for the Attorney(s) as issued by the Legal Practice Council (LPC) to the Firm's Practitioner(s) and Director(s) or Partner(s) not more than three (3) months old as at the date of closing of the bid – Bidders must attach the Letter of Good Standing.	
Current and valid Fidelity Fund Certificate for the Practitioner(s) and Director(s) or Partner(s). - Bidders must attach the Fidelity Fund Certificate.	

Only bidders who submit all the mandatory documents that are valid and compliant will be evaluated further on technical evaluation.

5.4 Technical Evaluation

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

	Selection Criteria		
	Functionality will be measured on a scale of 1-5, applying the following scale: Very Poor:1, Poor:2, Average:3, Good:4, Excellent:5	**sub weight**	**Weight**
Categories	**Demonstration of skills and experience of the Lead Attorney(s) pertaining to the speciality the bidder is apply for. To demonstrate skills and experience bidders must attach a detailed CV of the Lead Attorney(s), indicating the number of years of experience providing similar/same services**		**70%**
A	**<u>General Litigation</u>: Bidders must attach the Lead Attorney's CV indicating the number of years of experience in General Litigation.**		
	No relevant experience	0	
	≤5 Years of experience	1	
	>5≤ 6 Years of experience	2	

	>6≤7 Years of experience	3	
	>7≤8 Years of experience	4	
	>9 Years of experience	5	
B	**<u>Administrative (Public) Law and Public Procurement Law</u>: Bidders must attach the Lead Attorney's CV indicating the number of years of experience in Administrative (Public) Law and Public Procurement.**		
	No relevant experience	0	
	≤5 Years of experience	1	
	>5≤ 6 Years of experience	2	
	>6≤7 Years of experience	3	
	>7≤8 Years of experience	4	
	>9 Years of experience	5	
C	**<u>Labour Law and employment relations dispute resolution:</u> Bidders must attach the Lead Attorney's CV indicating the number of years of experience in Labour Law and employment relations dispute resolution.**		
	No relevant experience	0	
	≤5 Years of experience	1	
	>5≤ 6 Years of experience	2	
	>6≤7 Years of experience	3	
	>7≤8 Years of experience	4	
	>9 Years of experience	5	
D	**<u>Consumer Law, Contract Law and Corporate Governance</u>: Bidders must attach the Lead Attorney's CV indicating the number of years of experience in Consumer Law, Contract Law and Corporate Governance.**		
	No relevant experience	0	
	≤5 Years of experience	1	
	>5≤ 6 Years of experience	2	
	>6≤7 Years of experience	3	
	>7≤8 Years of experience	4	
	>9 Years of experience	5	
E	**<u>Insurance Law</u>: Bidders must attach the Lead Attorney's CV indicating the number of years of experience in Insurance Law.**		
	No relevant experience	0	
	≤5 Years of experience	1	
	>5≤ 6 Years of experience	2	
	>6≤7 Years of experience	3	
	>7≤8 Years of experience	4	
	>9 Years of experience	5	
F	**<u>Intellectual Property Law:</u> Bidders must attach the Lead Attorney's CV indicating the number of years of experience in Intellectual Property Law**		
	No relevant experience	0	
	≤5 Years of experience	1	
	>5≤ 6 Years of experience	2	
	>6≤7 Years of experience	3	
	>7≤8 Years of experience	4	
	>9 Years of experience	5	
G	**<u>Cyber and Information and Communication Technology (ICT) Law:</u> Bidders must attach the Lead Attorney's CV indicating the number of years of experience in Cyber and Information and Communication Technology (ICT) Law**		
	No relevant experience	0	
	≤5 Years of experience	1	

	>5≤ 6 Years of experience	2	
	>6≤7 Years of experience	3	
	>7≤8 Years of experience	4	
	>9 Years of experience	5	
H	**<u>Property Law:</u> Bidders must attach the Lead Attorney's CV indicating the number of years of experience in Property Law**		
	No relevant experience	0	
	≤5 Years of experience	1	
	>5≤ 6 Years of experience	2	
	>6≤7 Years of experience	3	
	>7≤8 Years of experience	4	
	>9 Years of experience	5	
	>9 Years of experience	5	
2	**References**		
	Bidders must provide reference letters for legal services from clients, not older than 12 months. These reference letters must clearly indicate a contactable email address and telephone number where the referee can be contacted. Reference letters must clearly indicate services rendered in any or all of the categories listed above. Reference letters must be supported by the completion of Appendix C: Company experience.		**30%**
	No Relevant and/or Contactable reference letters	0	
	1 Relevant and Contactable reference letter	1	
	2 Relevant and Contactable reference letters	2	
	3 Relevant and Contactable reference letters	3	
	4 Relevant and Contactable reference letters	4	
	5 or more Relevant and Contactable reference letters	5	
			100%
Minimum threshold is 70%			

Notes:

- *Bidders will be evaluated per speciality, at an overall of 70% for demonstration of skills and experience, and 30% for references.*
- *Only bidders who meet the 70% minimum threshold on functionality evaluation will be considered on the panel subject to acceptance of SABS rates.*

6. Preference Point System (Price and Specific Goals)

SABS rates will be applicable with all the bidders recommended on the panel.

7. 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 letter of award. Such letter of award does not constitute an agreement. The award is wholly subject to the successful Bidder entering into a duly signed contract with SABS.

8. Contracting

Successful bidder(s) will be required to enter a contract with the SABS (a draft template is annexed herewith). A formal Agreement will be signed with the successful bidder, and SABS further reserves the right to amend, alter or delete clauses relating to, but not limited to insurance, indemnity, undertaking, guarantees, Intellectual Property, service levels and / or tax compliance.

SABS shall not be liable for any costs expended by the bidder prior to any formal agreement being signed. **It is therefore imperative that NO SERVICES are rendered prior to the formal agreement becoming effective.**

Appendix A – Scope of Work

1. BACKGROUND

The South African Bureau of Standards (SABS) is an organ of state as envisaged in Section 239 of the *Constitution of the Republic of South Africa*, 1996.

The SABS was established by Section 2 of the *Standards Act*, No. 24 of 1945 and continues to exist in terms of Section 3 of the *Standards Act*, No. 8 of 2008 (the "Act"). The objects of the SABS as espoused in the Act are to:

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

The SABS has, in terms of Section 5(5) of the Act, established **SABS Commercial SOC Limited** to perform the functions of conformity assessment services.

To achieve its overall mandate the SABS employs **staff** at various levels of support and operations.

The services of the SABS are utilised by regulators, government departments, other organs of state and the general public in various industries.

OBJECTIVE

The objective with the appointment of professional service providers for legal services is to retain a panel of attorneys who:

- Understand the government organisation environment;
- Can Provide efficient and reliable legal services; and
- Can Support the business objectives of the SABS by providing sound and business orientated legal solutions in both public and private law.

HIGH LEVEL REQUIREMENTS

Service providers must be able to, at a high level i.e. Board and Executive level:

- engage with the Board and the Executive, where required;
- provide legal advice on corporate governance and public law;
- Prepare clear and comprehensive opinions to advise and inform the Board and the Executive on a variety of issues as and when required; and
- Provide legal advice and execute sound legal strategies in the best interests of the SABS.

The service provider must be a firm of attorneys, incorporated or registered with the Legal Practice Council (the LPC).

The firm and the partners/directors must be in good standing with the LPC and be in possession of valid fidelity fund certificate(s). The firm must also possess adequate and appropriate infrastructure and resources to be able to render the services.

SCOPE OF WORK

The firm must present a lead professional, who must possess at least a minimum experience of 5(five) years, post admission as an attorney. The firm of attorneys must demonstrate skills and capacity in providing general legal services, and demonstrate experience on the fields indicated below (Tick applicable box):

	Specialty	TICK
Category A	General litigation	
Category B	Administrative (Public) Law and Public Procurement Law	
Category C	Labour law and employment relations dispute resolution	
Category D	Commercial law, contract law and corporate governance	
Category E	Insurance law	
Category F	Intellectual Property Law	
Category G	Cyber and Information and Communication Technology (ICT) Law	
Category H	Property Law	

Appendix B – SABS Standard Rates

1. **The fees payable to the service provider(s) by the SABS shall be as per the table below:**

Professional	***Standard rate per hour inclusive of VAT***
Director/ Partner	R 2 936,61
Senior Associate	R 1 957,73
Associate	R 1 631,45
Candidate Attorney	R 1 468,31

Note: VAT charge is only applicable if the service provider is a registered VAT vendor.

Acknowledgement and acceptance of SABS standard rates

Company name: _____

I hereby acknowledge and accept SABS standard rates of this RFP as indicated above:

Name: _____(Authority Signatory)

Signature: _____

Date: _____

Appendix C

Company Experience

NB:

- *Table below must be filled in to support/substantiate the reference letters under the functionality evaluation criteria and must be returned to SABS as part of the proposal.*
- *The area of speciality/practice rendered to bidders' clients should be indicated below (i.e general litigation, labour law, insurance law, administrative law and public procurement property lawetc).*

Client name	Description of service	Indicate the area of speciality/practice rendered to client	Contact person	Telephone number	Email address

Note to Bidder: *If the bidder requires more space than provided above it must prepare a document in the same format setting out all the information referred to above.*

Bidder name: _____

Authorized signatory: _____

Date: _____

Appendix D

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 E

Please find attached

Appendix F

NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made BETWEEN
The South African Bureau of Standards (SABS), an organisation established in terms of section 2 of the Standards Act (29 of 1993), whose registered office is at 1 Dr Lategan Road, Groenkloof, Pretoria, 0001, South Africa.

AND _____("the Bidder"),
Registration Number: _____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 Bidder has received, or may receive in future, information relating to **202174** for the South African Bureau of Standards and other related information hereinafter referred to as "Confidential Information". "Confidential information" shall include, but not be limited to any information disclosed by the SABS and / or any of its their affiliates, employees, agents, representatives, subcontractors and consultants to the Bidder, its employees, agents, representatives and consultants, whether orally, in writing, by graphic, pictorial or electronic format, which information includes but is not restricted to Business information, including know how, commercial and technical aspects of products, processes and services; status and capabilities of the SABS' business; The SABS or its subcontractors' marketing and planning programs, products specifications, Service specifications, plans, drawings, test results and findings; financial, operational and technical data; and particular types of technologies and inventions, that already currently exist or that the SABS wishes to be developed, which could be subject to intellectual property rights, whether registered and/or unregistered.

Therefore, the parties wish to agree as follows:

1. The Bidder undertakes to keep strictly secret and confidential all confidential 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 Bidder's obligation to the South African Bureau of Standards).

2. The Bidder undertakes to 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 Bidder 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) as disclosed to the Bidder by a third party who was under no obligation of confidence in respect thereof;

5. The Bidder further undertakes that the South African Bureau of Standards 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.

6. The Bidder acknowledges that the confidentiality obligations extend from signature of this agreement and survive the termination of the tender process, whether the Bidder is successful or not.

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

Signed at……. ……on this……day of 2026

On behalf of the South African Bureau of Standards ..... (signature)
Supply Chain Management)

Witness 1. …… Witness 2. ……

Signed at…… on this……. day of 2026

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

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

Witness 1. …… Witness 2. ……

To: tenders.elvis@sabs.co.za

SBD 6.1

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

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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**

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

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**

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

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 historically disadvantaged on the basis of race	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 registration number: ……...

4.5. 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]

4.6. 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 H
CSD REPORT

Appendix I – BBBEE Certificate/Sworn Affidavit

Appendix J
Management Summary

Appendix K

Statement of Compliance to the Request for Proposal

Company Name: _____

Proposed Service: _____

It is hereby confirmed that the proposal response to the SABS' RFP is fully compliant with all points with the exception of the specific issues outlined below:

_____
_____
_____
_____
_____
_____
_____
_____

Signed:_____(Authorised Signatory)

Name: _____

Position:_____

Date:_____

Appendix L

SABS STANDARD TERMS AND CONDITIONS

Bidders must sign the terms and condition to indicate acceptance thereof. Should the bidder have a variation/s, these must be submitted as Annexure F1 indicating the clause number, the rational for not accepting that specific clause and provide an alternative clause.

https://www.sabs.co.za/Procurement/docs/SABS%20STANDARD%20TERMS%20AND%20CONDITIONS%20FOR%20PROCUREMENT%20OF%20GOODS%20AND%20SERVICES ..... pdf

Appendix M
Page 2 of tender document

APPENDIX N
AUDITED FINANCIAL STATEMENT

APPENDIX O

Request for Proposal Enquiry

To: elvis.lebepe@sabs.co.za **From:** _____

Questions:

Answers:

To: elvis.lebepe@sabs.co.za