# RFQ Number: 4783/26

Supply, delivery, installation and commissioning of Two (2) 12 000 BTU air conditioners units for Polokwane Weather Office.

**Closing Date and Time:** 09 December 2026 at 11:00 am

**Validity Period:** 60 Calendar days after the closing date.

**BRIEFING SESSION**

| | |
|---|---|
| Date: | N/A |
| Time: | N/A |
| Venue: | N/A |
| Compulsory: | N/A |

| **BID DOCUMENTS MUST BE SUBMITTED ELECTRONICALLY TO THE FOLLOWING EMAIL ADDRESS:** |
|---|
| RFQsubmissions@weathersa.co.za |

**ENQUIRIES:**

Any clarification required by a bidder regarding the meaning or interpretation of the document or any aspect concerning the submission is to be requested **in writing** from:

SCM: Acquisition Department
South African Weather Service
Email: rfq@weathersa.co.za

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South African Weather Service

# PART A
# INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF SOUTH AFRICAN WEATHER SERVICE

## 1 SUPPLIER INFORMATION

The following section must be completed by the bidder. Failure to do so may result in the offer being rejected.

| | | | | | |
|---|---|---|---|---|---|
| NAME OF BIDDER | | | | | |
| POSTAL ADDRESS | | | | | |
| STREET ADDRESS | | | | | |
| TELEPHONE NUMBER | CODE | | NUMBER | | |
| CELLPHONE NUMBER | | | | | |
| FACSIMILE NUMBER | CODE | | NUMBER | | |
| E-MAIL ADDRESS | | | | | |
| VAT REGISTRATION NUMBER | | | | | |
| SUPPLIER COMPLIANCE STATUS | TAX COMPLIANCE SYSTEM PIN: | | **OR** | CENTRAL SUPPLIER DATABASE No: | MAAA |
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE | TICK APPLICABLE BOX]<br>☐ Yes ☐ No | | B-BBEE STATUS LEVEL SWORN AFFIDAVIT | [TICK APPLICABLE BOX]<br>☐ Yes ☐ No | |
| ***[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE / SWORN AFFIDAVID (FOR EMES & QSEs) MUST BBE SUBMITTED IN ORDER TO QUALIFY FOR POINTS CLAIMED]*** | | | | | |

| | | | |
|---|---|---|---|
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED? | ☐Yes ☐No<br>[IF YES ENCLOSE PROOF] | ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?** | ☐Yes ☐No<br>[IF YES, ANSWER THE QUESTIONNAIRE BELOW] |

**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

| | |
|---|---|
| IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? | ☐ YES ☐ NO |
| DOES THE ENTITY HAVE A BRANCH IN THE RSA? | ☐ YES ☐ NO |
| DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? | ☐ YES ☐ NO |
| DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? | ☐ YES ☐ NO |
| IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? | ☐ YES ☐ NO |

**IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.**

# PART B
# TERMS AND CONDITIONS FOR BIDDING

**1. BID SUBMISSION**

1.1. Bids must be delivered by the stipulated time to the correct address. Late bids will not be accepted for consideration.

1.2. **All bids must be submitted on the official forms provided – (not to be re-typed) or in the manner prescribed in the bid document.**

1.3. This bid is subject to the Preferential Procurement Policy Framework Act, 2000, and the Preferential Procurement Regulations, 2022, the General Conditions of Contract (GCC) and, if applicable, any other Special Conditions of Contract (SCC).

1.4. **The successful bidder will be required to fill in and sign a written contract form (SBD7).**

1.5. Bidders are advised to initial all pages of their bid.

1.6. **Submission of RFQ responses**

Responses to this RFQ must be submitted before the closing date and time indicated on the cover page of the RFQ.

1.7. The South African Weather Service (SAWS) is not bound to accept any of the offers submitted and reserves the right to:

1.7.1 Reject bids that are not according to Specifications / Terms of Reference;

1.7.2 Reject bids with incomplete standard bidding documents (SBD's);

1.7.3 Request further information from any bidder after the closing date of the bid for clarity purposes;

1.7.4 Conduct site inspection/s to verify the infrastructure of bidders before final selection and award;

1.7.5 Not to award the bid if the bid price is not market related;

1.7.6 Not to award the bid to a bidder whose tax matters have not been declared by the SARS to be in order;

1.7.7 Reject a bid if the bidder has committed a proven corrupt or fraudulent act in competing for any contract;

1.7.8 Award the bid in totality to one or partially to more than one bidder;

1.7.9 Conduct reference / background checks on bidders and / or individuals to, among other things, verify information provided by a bidder, confirm a firm's existence and track record, identify its owners and affiliations or verify an individual's educational and professional credentials.

1.8. The South African Weather Service may, prior to award of the bid, cancel the bid if:

1.8.1. Due to changed circumstances, there is no longer a need for the goods or services requested;

1.8.2. Funds are no longer available to cover the total envisaged expenditure;

1.8.3. No acceptable tenders are received;

1.8.4. Due to material irregularities in the tender process.

1.9. Any effort or attempt by a bidder to influence the award decision in any matter may result in the rejection of the bid.

1.10. Costs incurred by the bidder in respect of attending any briefing / information / site visit / presentation will be borne by the bidder and the South African Weather Service will not be liable to reimburse such costs incurred by the bidder or his/her representative/s.

1.11. Cost incurred by the bidder in preparing and submission of any bid proposal will be borne by the bidder and the South African Weather Service will not be liable to reimburse such costs incurred by the bidder of his/her representative/s.

1.12. The South African Weather Service shall on receipt of any proposal relating to this bid become the owner thereof and shall not be obliged to return any proposal.

1.13. The bidders shall indemnify the South African Weather Service against all third-party claims of infringement of patent, trademark, or industrial design rights arising from the use of the goods or any part thereof by the South African Weather Service.

1.14. The South African Weather Service reserves the right to request a bidders latest audited financial statements prior to the award of the bid in order to ascertain financial stability of the bidder. Failure by a bidder to provide such information upon request may result in the rejection of the bid submitted by the bidder.

1.15. Subcontracting: Tenderers or contractors must submit proof of subcontracting between the main tenderer and the subcontractor. Proof of subcontracting arrangement may include a subcontracting agreement between the main tenderer and the subcontractor.

1.16. The SAWS reserves the right to request final presentation only to the short listed bidders to the evaluation committee. The shortlisted service providers will be subjected to present their service offering in line with the bid requirements/scope of work. The SAWS might also conduct site visit to ensure the firm existence and validate the firm's proposed capacity/employees and administration office.

1.17. The service provider must have duly approved operational premises with the necessary infrastructure to provide services and relevant accreditation by the relevant body. Before the awarding of the tender a due diligence site visit will be carried out at the premises of the service provider.

1.18. Supplier Performance Management is viewed by the SAWS as critical component in ensuring value for money acquisition and good supplier relations between the SAWS and all its suppliers. The successful bidders shall upon receipt of written notification of an award, be required to conclude a SLA with the SAWS, which will form an integral part of the supply agreement. The SLA will serve as a tool to measure, monitor and assess the supplier's performance level and ensure effective delivery of service, quality and value-add to SAWS's business. Successful bidders are required to comply with the above condition, and also provide a scorecard on how their product / service offering is being measured to achieve the objectives of this condition.

1.19. The SAWS respects your privacy and acknowledge that your submission/s will contain personal details, which may belong to you, others and / or to your company (Personal Information). By sending us your submissions, you expressly give us consent to process and further process the Personal

Information contained therein which processing will be done in accordance with POPIA, the SAWS POPIA policy and our standard section 18 informed consent documentation which sets out why we need the Personal Information, what we will do with it, and who we will share it with, which you are to familiarise yourself with by downloading it from our website i.e. www.weathersa.co.za

1.20. Unless stated otherwise in this RFQ or as mutually agreed upon by both parties prior to award of the RFQ, all payments due to creditors for goods delivered / services rendered will be settled within thirty (30) days from receipt of an invoice.

1.21. In case of a Joint Venture, Consortium, Trust, or Partnership, a signed teaming agreement must be submitted.

**2. TAX COMPLIANCE REQUIREMENTS**

2.1 Bidders must ensure compliance with their tax obligations.

2.2 Bidders are required to submit their unique Personal Identification Number (PIN) issued by the South African Revenue Service (SARS) to enable the South African Weather Service to verify the taxpayer's (Bidder's) profile and tax status.

2.3 Application for a Tax Compliance Status (TCS) Pin may be made via e-filing through the SARS website www.sars.gov.za

2.4 Bidders may also submit a printed Tax Compliance Status (TCS) certificate together with the bid.

2.5 In bids where consortia / joint ventures / sub-contractors are involved **each** party must submit a separate TCS certificate / Pin / CSD number.

2.6 Where no TCS Pin is available but the bidder is registered on the Central Supplier Database (CSD), a CSD number must be provided.

2.7 No bids will be considered from persons in the service of the state, companies with directors who are persons in the service of the state, or close corporations with members persons in the service of the state.

2.8 Foreign suppliers with neither South African tax obligations nor history of doing business in South Africa must complete the questionnaire on page 2 and 3 of Annexure A. In instances where a recommendation for award of a bid will be made to a foreign bidder, the South African Weather Service will submit the bidders completed Annexure A bid document to the South African Revenue Service. The South African Revenue Service will then issue a confirmation of tax obligations letter to the South African Weather Service confirming whether or not the foreign entity has tax obligations in South Africa.

**NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID**.

## PART C
## DECLARATION BY BIDDER

I, …….. in my capacity as …….. hereby declare that I have read and understood the contents and conditions of this bid and certify that the information furnished is true and correct. I accept that, in addition to cancellation of a contract, action may be taken against me should the information provided prove to be false.

Signature: ……

Date: ……

# Annexure B

## General Conditions of Contract

In accordance with the Framework for Supply Chain Management [Section 76 (4) (c) of the PFMA] that was promulgated in Government Gazette Number 25767 on 5 December 2003 as Treasury Regulations, National Treasury is required to issue general conditions of contract and bid documentation for supply chain management.

This Request for Quotation and any contract emanating from this Request for Quotation are subject to the General Conditions of Contract (GCC) which were revised in July 2010.

The General Conditions of Contract (GCC) revised and issued by National Treasury in July 2010 are available on the website of National Treasury.
http://ocpo.treasury.gov.za/Resource_Centre/Legislation/General%20Conditions%20of%20Contract-%20Inclusion%20of%20par%2034%20CIBD.pdf

South African Weather Service

# Annexure C

Bidder's Disclosure

South African Weather Service

**SBD 4**

# BIDDER'S DISCLOSURE

## 1. PURPOSE OF THE FORM

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

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

## 2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest**1** 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** |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
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| | | |
| | | |

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.

2.2 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

I, the undersigned, (name)…….

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

3.1 I have read and I understand the contents of this disclosure;
3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium**2** 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

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.

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 2021/22 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 F

Preference Points Claim Form in terms of the

Preferential Procurement Regulations 2022

# 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**

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**

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

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**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

**4. POINTS AWARDED FOR SPECIFIC GOALS**

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

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

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

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

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

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

| The specific goals allocated points in terms of this tender | Number of points allocated (80/20 system) (To be completed by the organ of state) | Number of points claimed (80/20 system) (To be completed by the tenderer) |
|---|---|---|
| B-BBEE Status Level of Contributor | | |
| Level 1 | 20 | |
| Level 2 | 18 | |
| Level 3 | 14 | |
| Level 4 | 12 | |
| Level 5 | 8 | |
| Level 6 | 6 | |
| Level 7 | 4 | |
| Level 8 | 2 | |
| Non-compliant contributor | 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**: .....

.....

.....

.....

South African Weather Service

# Annexure G

Pricing Schedule for Services

SBD3.3

**NAME OF BIDDER:** ……

# 1. PRICING SCHEDULE/S

**1.1 Item 1:** Supply, delivery, installation and commissioning of Two (2) 12 000 BTU air conditioners units for Polokwane Weather Office, as per the annexure H requirements.

**All prices must be in South African rand value and must be inclusive of VAT.**

1.1.1 Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of VAT for the project. R ……..

1.1.2 Any other costs not included in the above price?

| *YES | NO |
|---|---|

* If YES, please specify

| |
|---|
| |
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South African Weather Service

1.1.3 Cost break-down of ceiling price in 1.1.1
Bidders are required to indicate the cost component/s used for determining the ceiling price as given in 1.1.1 above.

| Description | Cost (VAT Incl.) |
|---|---|
| | |
| | |
| | |
| | |
| | |
| | |
| | |

1.1.4 Period required for commencement of the project after acceptance of bid? | |

1.1.5 Are the rates quoted firm for the full period of the project?

| YES | *NO |
|---|---|

1.1.6 *If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.

| |
|---|
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| |

# Annexure H

## RFQ Specifications for services

Supply, delivery, installation and commissioning of Two (2) 12 000 BTU air conditioners units for Polokwane Weather Office

## 1 DESCRIPTION

The appointment of a service provider to Supply, delivery, installation and commissioning of Two (2) 12 000 BTU air conditioners units for Polokwane Weather Office .

## 2 INTRODUCTION

The South African Weather Service (SAWS) is a public entity of the Department of Forestry, Fisheries and the Environment (DFFE) and derives its mandate from the South African Weather Service Act (No 8 of 2001 as amended). The public entity is listed as a Schedule 3A Public Entity in terms of the Public Finance Management Act (PFMA).
SAWS is tasked with providing timely and accurate scientific data in the field of meteorology to the broader South African society: a combination of both public good and commercial services. The organization plays a vital role in South African public life, not just as a provider of key services, but also in empowering citizens to adapt the effects of the ever-changing weather.

## 3 BACKGROUND

The south African weather service-Polokwane occupies one of the high priority rooms recognized as weather observation office which requires Air Conditioners to maintain comfortable temperatures indoors, this will allow employees to focus on their tasks without being distracted by extreme heat and cold weather conditions and improve indoor air quality and protect employee's health. The current air conditioners are old, and dysfunctional and need to be replaced.

## 4 REQUIREMENT/SCOPE OF WORK

4.1 This RFQ calls for the appointment of service provider for the supply, delivery, installation of the following air conditioners at the South African Weather Service situated at Polokwane Weather Office Gateway Polokwane International Airport, Polokwane.

**ITEM 1**: Air conditioner for weather observation office (Quantity: 2)

| | |
|---|---|
| **Item No:** | **1** |
| **Item Description:** | **Supply, delivery, installation of air conditioners at the South African Weather Service Weather Office, Polokwane** |
| **Quantity:** | **2 (Two) Air Conditioners** |

| | |
|---|---|
| Technical Specification: | Air conditioner type: Split unit, Inverter type |
| | BTU size: 12 000 BTU |
| | Isolator switch to be installed as per regulatory requirement for air conditioner |
| | Display: Air conditioner must have a digital temperature display. |
| | Operation: Remote control |
| Scope of Work: | Removal of the existing air conditioner (Air conditioner will remain the property of SAWS). |
| | Site preparation for the installation of the new air conditioner. |
| | Installation and commissioning of air conditioner |
| | Training to a SAWS staff member on the use and operation of the installed air conditioner |
| | Provide all user and installation manuals to SAWS |
| | Issue a Certificate of Compliance (CoC) for electrical installations/alterations performed. |
| | Installation of the air conditioners must be done within a period of four (4) weeks from the date of award / appointment. |
| Warrantee period: | Air conditioners must be provided with a 24-month warrantee. |

4.2 Delivery / Installation address:

South African Weather Service situated at Polokwane Weather Office
Gateway Polokwane International Airport
Polokwane

## 5 EVALUATION OF BIDS

The RFQ's will be evaluated in 3 phases as mentioned below:

- **Phase 1: SCM compliance requirements**
- **Phase 2: Mandatory requirements**
- **Phase 3: Price and Specific Goals**

## 5.1 Phase 1: SCM Administrative Requirements

RFQs received will be verified for completeness and correctness. SAWS reserve the right to accept or reject a RFQ based on the completeness and correctness of the documentation and information provided. The complete set of RFQ documents must be completed signed and submitted to SAWS Head Office at the address provided below.

Bidders are to ensure that they submit the following documentation / information with their RFQ.

| Document | Comments |
|---|---|
| Proof of registration on the Central Supplier Database (CSD) of National Treasury | Bidders must be registered on the CSD. CSD registration number must be provided. |
| Request for Invitation (Annexure A) | Completed and signed |
| SBD 3.2 for services (Pricing Schedule) | Completed |
| SBD 4 (Bidder's Declaration) | Completed and signed |
| SBD 6.1 (Preference Points Claim Form) | Completed and signed if points are claimed *(A valid B-BBEE certificate, sworn affidavit, or relevant supporting documentation will be used to claim specific goals.)* |
| SARS (South African Revenue Service) Tax Compliant | Bidders tax matters must be in order |
| BBBEE Certificate | Valid and compliant original B-BBEE and/or certified copies of Sworn Affidavit must be submitted for any points claimed |

Bidders who comply with the above requirements will be considered for further evaluation.

## 5.2 Phase 2: Mandatory Requirements

Bidders must note that the requirements tabled below are mandatory. Bidders must provide the required evidence of compliance for each of the mandatory requirements. Only bidders who provided the required evidence will be considered for further evaluation.

### 5.2.1 Section 1: Construction Industry Development Board Grading

| | Mandatory Requirements | Evidence to be submitted with bid |
|---|---|---|
| 1 | The bidder must have a Construction Industry Development Board (CIDB) grading of 1ME or higher. | The bidder must provide proof of CIDB registration with a CIDB Grading of 1ME or higher. |

Bidders with a CIDB Grading of 1ME or higher will be further evaluated.

### 5.2.2 Section 2: Compliance with Scope of Work and Technical Specifications

The table/s below will be used by SAWS to verify compliance with the Scope of Work and Technical requirement/s for each of the item/s. **Bidders must indicate next to each of the Technical Specifications and Scope of Work Requirements whether their product offered to SAWS comply with each of requirements for each item/s by indicating "Yes" for comply and "No" for does not comply. Failure by a bidder to indicate "Yes" or "No" next to each of the requirements for each of the items will lead to the bidder being disqualified.**

| **Item No:** | **1** | |
|---|---|---|
| **Item Description:** | **Supply, delivery, installation of air conditioners at the South African Weather Service Weather Office, Polokwane** | |
| **Quantity:** | **2 (Two) Air Conditioners** | |
| **Requirement** | | **Comply Yes / No** |
| Technical Specification: | Air conditioner type: Split unit, Inverter type | |
| | BTU size: 12 000 BTU | |
| | Isolator switch to be installed as per regulatory requirement for air conditioner | |
| | Display: Air conditioner must have a digital temperature display. | |
| | Operation: Remote control | |

| | | |
|---|---|---|
| Scope of Work: | Removal of the existing air conditioner (Air conditioner will remain the property of SAWS). | |
| | Site preparation for the installation of the new air conditioner. | |
| | Installation and commissioning of air conditioner | |
| | Training to a SAWS staff member on the use and operation of the installed air conditioner | |
| | Provide all user and installation manuals to SAWS | |
| | Issue a Certificate of Compliance (CoC) for electrical installations/alterations performed. | |
| | Installation of the air conditioners must be done within a period of four (4) weeks from the date of award / appointment. | |
| Warrantee period: | Air conditioners must be provided with a minimum 24-month warrantee. | |

Bidders who indicated that their offer comply with the above requirements will be further evaluated on Price and Specific Goals.

### 5.3 Phase 3: Price and Specific Goals

Bidders who comply with the requirements of this bid will be evaluated according to the preference point scoring system as determined in the Preferential Procurement Regulations, 2022 pertaining to the Preferential Procurement Policy Framework Act, Act No 5 of 2000.

Points for this RFQ shall be awarded for:

(a) Price; and
(b) Specific Goals (Refer to Annexure F: Preference Points Claim Form).

The maximum points for this bid are allocated as follows:

| | **POINTS** |
|---|---|
| PRICE | 80 |
| SPECIFIC GOALS (Refer to Annexure F: Preference Points Claim Form) | 20 |
| **Total points for Price and Specific Goals** | **100** |

Subject to section 2(1)(f) of the Preferential Procurement Policy Framework Act, 2000 (Act no 5 of 2000), the RFQ will be awarded to the bidder scoring the highest points.

## 6 SPECIAL CONDITIONS OF CONTRACT

This bid and all contract emanating there from will be subject to the General Conditions of Contract (GCC) issued in accordance with Chapter 16A of the Treasury Regulations published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999). The Special Conditions are supplement to that of the General Conditions of Contract. Where, however the Special Conditions of Contract are in conflict with the General Conditions of Contract, the Special Conditions of the Contract prevail.

### 6.1 Counter Conditions

Bidders' attention is drawn to the fact that amendments to any of the Bid Conditions or setting of counter conditions by Bidders or qualifying any Bid Conditions will result in the invalidation of such bids.

### 6.2 Warranty

All air conditioners must be provided with a 24-month warrantee

### 6.3 Address where services are required.

The successful bidder will be required to render the services at the following address:

**Polokwane Weather Office**
Gateway Polokwane International Airport
Polokwane
0700

South African Weather Service

# Annexure I

POPIA : Supplier Notice and Consent Form

South African Weather Service

Private Bag X097, Pretoria, 0001 • Tel: + 27 (0) 12 367 6000 • **www.weathersa.co.za • USSD: *120*7297#**

# POPIA: SUPPLIER NOTICE AND CONSENT FORM

I confirm that I am duly authorised to sign this consent form.

Name (Print) …….

Capacity ……..……

Signature …….

Name of Firm …….

Date …….

(Hereinafter referred to as "the "**Data Subject "**)

---

A company/organization duly incorporated under the laws of Republic of South Africa, having its main place of business

At ....., with

registration number:……..

## Preparatory Statement

Whereas the "**Data Subject**" is in agreement with the contents of this Notice and Consent Form and grants SAWS permission to process certain confidential/personal information, for purposes of

_____

whereas the "**Data Subject**" is considering making an offer (the "**Offer**") to SAWS on a solicited Bid/Tender/RFQ/RFP/RFI, subject to conducting due diligence, as a result of which certain confidential/personal information of the Data Subject may be disclosed to SAWS.

The Data Subject hereby gives consent to the following:

## 1. Purposes

SAWS will process, including collect, your personal information (as set out in point 2 below) for the following purposes:

a) strategic sourcing;
b) procurement;
c) contract management;
d) supplier management;
e) invoice management;
f) payments;
g) debt recovery;
h) fraud prevention; and
i) supplier discovery.

The provision of personal information is voluntary. However, if you do not provide your personal information, we may not be able to perform the above-mentioned purpose/s.

## 2. Legal basis for the processing

We process your personal information on the basis that (i) processing information is necessary for pursuing our legitimate interests (according to section 11(1) of the Protection of Personal Information Act, No. 4 of 2013 ("POPIA")), which lies in achieving the purposes as set out in point 1 above, (ii) processing is necessary to carry out actions for the conclusion or performance of "supply chain management functions" for which you are party (according to section 11(1)(b) of POPIA), or (iii) processing complies with an obligation imposed by law on us (according to section 11(1)(c) of POPIA).

We process the following personal information (for specific natural or juristic person and can be used to identify you or that person):

a) Master data
- Name
- Addresses
- Contact numbers
- Email address
- Other contact details of the supplier
- Supplier primary contact person's name and contact information
- Job position and role / qualifications
- Partner roles of the suppliers needed for invoicing and ordering
- Identification / company registration number
- BBBEE status
- Central Supplier Database number

b) Accounting and payment information
- VAT & Income tax numbers
- Tax clearance pin
- Bank details
- Bank account type and number
- Name of the account holder
- Attachment of confirmation documents
- Terms of payment
- Accounting correspondence

c) Supplier classification
- Category
- Vendor portfolio
- Product categories
- Main product category
- Additional product categories
- Vendor category.

d) Declared conflict or potential conflict of interest

e) Information on goods and/or services offered by supplier
- quantity and quality of offered goods and/or services
- other commercial terms of the offer

f) Contract information
- commercial terms of the contract
- legal terms of the contract
- any other contractual documentation
- information about contract performance and instances of non-performance

## 3. Retention periods

Your personal information will only be kept for as long as we reasonably consider necessary for achieving the purposes set out in point 1 above and as is permissible under applicable laws. We will, in any case, retain your personal information for as long as there are statutory retention obligations or potential legal claims are not yet time barred.

## 4. Law enforcement

We may disclose personal information if required:

- by a subpoena or court order;
- to comply with any law;
- to protect the safety of any individual or the public; and
- to prevent violation of our supplier relation terms.

## 5. Regulators

We may disclose your personal information as required by law or governmental audit.

## 6. Sharing

We may share your personal information with:

- other divisions or public entities within the South African Government as the South African Weather Service (SAWS) is a Section 3(a) public entity under the Ministry of Environmental Affairs and is governed by a Board, so as to provide joint content and services like registration, for transactions and customer support, to help detect and prevent potentially illegal acts and violations of our policies, and to guide decisions about our products, services;
- an affiliate, in which case we will seek to require the affiliates to honor this privacy notice;
- our goods or services providers under contract who help provide certain goods or services or
- help with parts of our business operations, including fraud prevention, bill collection, marketing,
- technology services (our contracts dictate that these goods or services providers only use your
- information in connection with the goods or services they supply or services they perform for the SAWS and not for their own benefit);
- credit bureaus to report account information, as permitted by law;
- banking partners as required by credit card association rules for inclusion on their list of terminated merchants (in the event that you utilize the services to receive payments and you meet their criteria); and
- other third parties who provide us with relevant services, where appropriate.

## 7. Suppliers rights

Under applicable law, you have, among others, the rights (under the conditions set out in applicable law):

(i) to check whether and what kind of personal data we hold about you and to request access to and the right to rectify the information collected

(ii) (ii) in certain circumstances, to object to the processing of personal information, in the prescribed manner, on reasonable grounds relating to your particular situation, unless legislation provides for such processing or to object for the purposes of direct marketing; or

(iii) to lodge a complaint with the Information Regulator if they believe that their personal information was not used to the intended purpose. The address of the Information Regulator is Woodmead North Office Park, 54 Maxwell Drive, Woodmead, Johannesburg, 2191.

(iv) Supplier may withdraw his, her, its Consent so long as they provide SAWS with a "withdrawal of consent notice", through the Information Officer.

(v) Supplier may request for correction or deletion of personal information or destruction or deletion of record of personal information.

## 8. Your obligations

You may only send us your own personal information or the information of another data subject where you have their permission to do so.

## 9. Security

We take the security of personal information very seriously and always do our best to comply withapplicable data protection laws. Our website is hosted in a secure server environment that uses a firewall and other advanced security measures to prevent interference or access from outside intruders. We authorize access to personal information only for those employees who require it to fulfil their job responsibilities. We implement disaster recovery procedures where appropriate.

## 10. Data Storage

We will try to keep the personal information we collect as accurate, complete, and up to date as is necessary for the purposes defined in this notice. Please note that to better protect you and safeguard your personal information, please inform us of any required corrections to your personal information.

## 11. Limitation

We are not responsible for, give no warranties, nor make any representations in respect of the privacy policies/notices or practices of any third parties.

## 12 Enquiries

If you have any questions or concerns arising from this notice and consent form or the way in which we handle personal information, please contact the South African Weather Service Deputy Information Officer:

HEAD OFFICE
1263 Heuwel Road
Centurion
0157
+27 12 367 6000
Email for Head Office: CRS@weathersa.co.za