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|-----------------------------|---|
| TENDER No.: | TIA007/2023 |
| DESCRIPTION: | Panel of Labour Relations Consultants for Technology Innovation Agency |
| ADVERT DATE: | 21 July 2023 |
| MANDATORY BRIEFING SESSION: | Date: 28 July 2023 Time: 11:00 am (Applicants to e-mail nana.modiba@tia.org.za (not for tender submissions) - please write TIA007/2023 BRIEFING SESSION LINK on the subject line to request for the link). This will be via Microsoft Teams |
| CLOSING TIME AND DATE | 15 August 2023, 11:00 am |
| DELIVERY DETAILS: | Electronic submissions: Tenders@tia.org.za <i>Please note that our servers will block any file greater than 200MB. If your file is greater than 200MB, please divide your submission into parts that are equal or less than 200MB and state on the subject 'Part 1, Part2 or Part 3'.</i> E.G. TIA007/2023 – PART 1 (on the subject line) |
| REQUIRED TENDER VALIDITY: | 120 days after closing date |
| CONTACT PERSON: | Nana Modiba (nana.modiba@tia.org.za - not for tender submissions) and state <u>TIA007/2023</u> on the subject line for enquiries about the tender |
| DURATION OF CONTRACT | 36 Months |



1. Introduction

The Technology Innovation Agency (TIA) is a schedule 3A public entity of the Department of Science and Innovation, in terms of the Public Finance Act of 1999 and established in terms of the Technology Innovation Agency Act 2008. The Agency is set up as a public entity with the aim of stimulating and intensifying technological innovation to improve economic growth and quality of life of all South Africans by developing and exploiting technological innovations.

The Technology Innovation Agency's (TIA's) core business objective is to support the development and commercialisation of competitive technology-based services and products. The Agency primarily uses South Africa's science and Technology base to develop new industries, create sustainable jobs and help diversify the economy. TIA invests in most technology innovations across sectors including Advanced Manufacturing, Agriculture, Industrial Biotechnology, Health, Natural Resources, Energy and ICT, etc.

2. Objective

- 2.1. TIA requires a panel of experienced Labour Relations consultants (Admitted Attorneys) to be appointed for a period of 36 months. They will be utilised as and when required for different matters as they arise. The appointed Service Providers will be retained on a panel of labour relations experts and will render services on an "as and when basis". The total price for each service rendered will be determined at that time by agreement between the parties, in line with the Service Provider's quoted rates of service and shall be invoiced after a purchase order has been issued.
- 2.2. These Consultants will advise and represent TIA on Labour Relations issues; disciplinary hearings; incapacity matters; labour disputes internally and present cases at CCMA and at the Labour Court, as admitted Labour Attorneys.



3. Scope of Work

3.1. The Following Services are required from a panel of Labour Relations Consultants to support TIA with labour related matters:

- Internal disciplinary processes including employee misconduct,
- Mediation in disputes between the employer and the employees or recognised Union, and management and subordinate issues,
- Investigation of allegations/complaints/incapacity matters,
- Formulation of disciplinary charges as guided by the TIA Disciplinary Policy,
- Preparation of disciplinary/ grievance cases Facilitate and Chairing of Disciplinary processes,
- Providing specialist advice and opinions on all labour relations matters,
- Present the Labour Relations cases at the CCMA and/or Labour Court or Labour Appeal Court on behalf of TIA.
- Maintaining back-up for data captured during proceedings or discussions of the Labour Relations matters for TIA’s custodianship.
- Provide Labour Relations Training once a year to Line Managers in alignment to the TIA approved Disciplinary and Grievance policies.

3.2 Projected number of cases to inform the quotations:

| Description of matters | Projected number per annum |
|--|----------------------------|
| CCMA Cases | 3 x (100) hours a case |
| Mediation cases | 5 (max 20 hours) per case |
| Disciplinary Hearings (Chairing) and defence for TIA | 3-5 (100) hours a case |
| Opinions | 5-10 charged per opinion |
| Labour court | 3 (100) hours a case |
| Labour Appeal Court | 3 (100) hours a case |
| Training | Once a year |



4. DURATION

- 4.1. The panel SHALL be appointed to provide services for the duration of 36 months, subject to annual review related to the quality and impact of service.

5. REPORTING

- 5.1. The Service providers will report all assignments to the **Executive: Corporate Services**. The reporting will be on case by case based on the appointed consultant according to the duration of the matter and scope thereof.
- 5.2. The appointed Consultants must be accessible and have capacity to handle TIA cases as and when required.

6. MANDATORY REQUIREMENTS

Failing to meet any of the following requirements will lead to the Service Provider being disqualified:

- Compliant tax status on the Central Supplier Database (CSD) by the time TIA appoints
- The supplier must be registered on the CSD
- Proof of admission as attorney if single practitioner or consultant
- Letter from the Legal Practice Council that the individual is in good standing with the Legal Practice Council and on which roll he/she is – practicing or non-practicing attorneys.
- If attorney firm, provide proof that they are a member of the Legal Practice Council – fidelity certificate for the current 12 months.



7. EVALUATION CRITERIA

The tender will be evaluated based on the criteria below. Bidders are advised to clearly respond to each of the evaluation criterion in their proposals, providing substantiating evidence according to the requirements

| Adjudication categories and criteria | Weight | Maximum Score |
|--|------------|---------------|
| <p>1. Number of years and Experience in the field – if it's a Company, list resources to be used with their CV's, individual CV's must also be submitted.</p> <p><i>15 and above = 5</i></p> <p><i>10-15 years and above = 4</i></p> <p><i>7-10 years = 3</i></p> <p><i>4-6 years = 2</i></p> <p><i>1-3 years- = 1</i></p> | 0.6 | 5 |
| <p>2. Reference letters –letters from customers where Labour matters were handled not older than 7 years.</p> <p>1 Letter = 1</p> <p>2 Letters = 2</p> <p>3 letters = 3</p> <p>4 letters = 4</p> <p>5 letters =5</p> | 0.4 | 5 |
| Total weighted score/Maximum possible score | 1.0 | |
| Minimum qualifying score (expressed as percentage) | | 65% |



8. SPECIFIC GOALS

| Specific Goal | Points | Proof |
|---|-----------|---------------------------------------|
| At least 51% black ownership | 10 | Share register / Share certificate |
| Less than 51% black ownership | 0 | |
| At least 50% of project team comprises of black and/or women professionals. | 10 | ID documents |
| Project team comprises of less than 50% of black and or women professionals | 0 | |
| | | |
| Total points for specific goals | | 20 |
| Price | 80 | Quotation |
| Total | | 100 |

* Pricing schedule to Identify the scale utilized for their hour rates

9. OTHER PROVISIONS

- 9.1. Any further requests of service shall be made through TIA and shall be confirmed in writing as an addendum to the Service level Agreement.
- 9.2. Any assignment pursued without prior approval of the TIA representative, that is outside the scope of the initial approved implementation plan shall not form part of this terms of references.
- 9.3. Interested Service Providers should adequately demonstrate their capacity with an anticipation of possible multiple interventions required at the same time in responding to TIA's operational requirements.
- 9.4. It is at TIA's discretion to request potential bidders to provide proof of their expertise by way of a practical demonstration.



10. GENERAL TERMS AND CONDITIONS

10.1. The Respondent is responsible for all costs incurred in the preparation and submission of the proposal

10.2. Kindly note that TIA is entitled to:

- Amend any RFQ conditions, validity period, specifications, or extend the closing date and/or time of RFQs before the closing date. All Respondents, to whom the RFQ documents have been issued, will be advised in writing of such amendments in good time;
- Verify any information contained in a proposal;
- Not to appoint any bidder;
- Vary, alter, and/or amend the terms of this RFQ, at any time prior to the finalisation of its adjudication hereof;
- An omission to disclose material information, a factual inaccuracy, and/or a misrepresentation of fact may result in the disqualification of a proposal, or cancellation of any subsequent contract;
- TIA reserves the right not to accept the lowest proposal or any proposal in part or in whole. TIA normally awards the contract to the Bidder who proves to be fully capable of handling the contract and whose Proposal is technically acceptable and/or financially advantageous to TIA. Appointment as a successful contractor shall be subject to the parties agreeing to mutually acceptable contractual terms and conditions. In the event of the parties failing to reach such agreement within 30 days from the appointment date, TIA shall be entitled to appoint the contractor who was rated second, and so on;
- TIA also reserves the right to award this RFQ as a whole or in part without furnishing reasons;



- TIA also reserves the right to cancel or withdraw from this RFQ as a whole or in part without furnishing reasons and without attracting any liability;
- The Bidder hereby offers to render all of the services described in the attached documents (if any) to TIA on the terms and conditions and in accordance with the specifications stipulated in this RFQ documents (and which shall be taken as part of, and incorporated into, this proposal at the prices inserted therein).
- This proposal and its acceptance shall be subject to the terms and conditions contained in this RFQ document.
- The Respondent shall prepare for a possible presentation should TIA require such and the Respondent shall be notified thereof no later than 4 (four) days before the actual presentation date.
- Validity period: 120 days
- Failure to comply with any of the terms and conditions as set out above will invalidate the Proposal.
- TIA's decision on proposals received shall be final and binding.

11. MEDIUM OF COMMUNICATION

All documentation submitted in response to this RFP must be in English.

12. VERIFICATION OF DOCUMENTS BY THE SERVICE PROVIDERS

Respondents should check the numbers of the pages to satisfy themselves that none is missing or duplicated. No liability will be accepted by TIA regarding anything arising from the fact that pages are missing or duplicated.



13. PRICING TEMPLATE

| Description of matters | Estimated hours | Bidder's rate per hour |
|--|-----------------|------------------------|
| CCMA Cases | 100 | |
| Mediation cases | 20 | |
| Disciplinary Hearings (Chairing) and defence for TIA | 100 | |
| Opinions | 10 | |
| Labour court | 100 | |
| Labour Appeal Court | 100 | |
| Training | Once a year | |



SBD1: PART A

INVITATION TO BID

| | | | | |
|--|------|---------------|--|---------------|
| YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY) | | | | |
| BID NUMBER: | | CLOSING DATE: | | CLOSING TIME: |
| DESCRIPTION | | | | |
| BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS) | | | | |
| | | | | |
| | | | | |
| | | | | |
| BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO | | | TECHNICAL ENQUIRIES MAY BE DIRECTED TO: | |
| CONTACT PERSON | | | CONTACT PERSON | |
| TELEPHONE NUMBER | | | TELEPHONE NUMBER | |
| FACSIMILE NUMBER | | | FACSIMILE NUMBER | |
| E-MAIL ADDRESS | | | E-MAIL ADDRESS | |
| SUPPLIER INFORMATION | | | | |
| NAME OF BIDDER | | | | |
| POSTAL ADDRESS | | | | |
| STREET ADDRESS | | | | |
| TELEPHONE NUMBER | CODE | | NUMBER | |
| CELLPHONE NUMBER | | | | |
| FACSIMILE NUMBER | CODE | | NUMBER | |
| E-MAIL ADDRESS | | | | |
| VAT REGISTRATION NUMBER | | | | |



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|--|--|--|--|-------------------------------|---|
| SUPPLIER COMPLIANCE STATUS | TAX COMPLIANCE SYSTEM PIN: | | OR | CENTRAL SUPPLIER DATABASE No: | MAAA |
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE | TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No | | B-BBEE STATUS LEVEL SWORN AFFIDAVIT | | [TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No |
| [A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE] | | | | | |
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF] | | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? | | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW] |
| QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS | | | | | |
| <p>IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>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.</p> | | | | | |



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, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

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 SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR 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 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.”

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g., company resolution)

DATE:



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 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.

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

| Full Name | Identity Number | Name of State institution |
|-----------|-----------------|---------------------------|
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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 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 2021/22 ON

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.



PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT
SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

| | |
|--------------------|-------------------------|
| Signature | Date |
| Position | Name of bidder |



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

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**
(delete whichever is not applicable for this tender).
- a) The applicable preference point system for this tender is the **90/10** preference point system.
 - b) The applicable preference point system for this tender is the **80/20** preference point system.
 - c) Either the **90/10 or 80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.
- 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 | |
| SPECIFIC GOALS | |
| 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:

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

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:

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

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 (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) |
|---|--|--|--|--|
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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: | |
| | |
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