



<b>RFQ NUMBER</b>	<b>RFQ/MICT/29/2023</b>
<b>RFQ DESCRIPTION</b>	<b>APPOINTMENT OF A PANEL OF SERVICE PROVIDER TO SUPPLY AND DELIVER OFFICE CONSUMABLES FOR A PERIOD OF 12 MONTHS</b>
<b>RFQ ISSUE DATE</b>	<b>15 June 2023</b>
<b>BRIEFING SESSION</b>	<b>N/A</b>
<b>CLOSING DATE &amp; TIME</b>	<b>20 June 2023 @ 11:00 AM RFQ submitted after the stipulated closing date and time will not be considered.</b>
<b>LOCATION FOR SUBMISSIONS</b>	<b><a href="mailto:rfqs@mict.org.za">rfqs@mict.org.za</a> (PHYSICAL SUBMISSIONS WILL NOT BE ACCEPTED)</b>
<b>NO: OF DOCUMENTS</b>	<b>1 SOFT COPY</b>

For queries, please contact [rfqs@mict.org.za](mailto:rfqs@mict.org.za) before the closing date of this RFQ.

The MICT SETA requests your quotation on the services listed above. Please furnish us with all the information as requested and return your quotation on the date and time stipulated above. **Late and incomplete submissions will invalidate the quote submitted.**

SUPPLIER NAME: \_\_\_\_\_

NATIONAL TREASURY (CSD) SUPPLIER NUMBER: \_\_\_\_\_

POSTAL ADDRESS: \_\_\_\_\_

TELEPHONE NO: \_\_\_\_\_

E MAIL ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

CELL NO: \_\_\_\_\_

SIGNATURE OF BIDDER: \_\_\_\_\_

**SUPPLIER REGISTRATION ON CSD**

Prospective suppliers must register on the National Treasury Central Supplier database in terms of National Treasury circular no 4A of 2016/17. The bidder shall register prior submitting a proposal/bid.



## RETURNABLE DOCUMENTS CHECKLIST

**quotation invitation document must be completed, signed and submitted as a whole** by the authorised Company representative. All forms must be properly completed, list below serve as a checklist of your RFQ submission.

(Tick in the relevant block below)

DESCRIPTION	YES	NO
<b>CSD</b> Central Supplier Database (CSD) Registration Report		
Pricing Schedule		
Valid Tax Clearance Certificate (S) and or proof of application endorsed by <b>SARS</b> and/or <b>SARS</b> issued verification pin		
<b>SBD 4 – Bidder’s Disclosure</b>		
<b>SBD 6.1 – Preference Procurement Claim Form</b>		
Certified copies of company Directors		
CIPC registration documents		
Shareholder Certificate		

**Note: This RFQ must be completed and signed by the authorised company representative**

## MICT SETA –QUOTATION CONDITIONS

### 1. QUOTATION CONDITIONS

NOTE: Quotation for the supply of goods or services described in this document are invited in accordance with the provision of Government Procurement: General Conditions of Contract available for download from <http://www.treasury.gov.za/divisions/ocpo/sc/GeneralConditions/>

- a. **MICT SETA** does not bind itself to accept the lowest or any RFQ, nor shall it be responsible for or pay any expenses or losses which may be incurred by the bidder in the preparation and delivery of the RFQ.
- b. No RFQ shall be deemed to have been accepted unless and until a formal contract/letter of intent is prepared and executed.

#### 1.1 **MICT SETA** reserves the right to:

- a. Not evaluate and award RFQ that do not comply strictly with the requirements of this RFQ.
- b. Make a selection solely on the information received in the RFQs and Enter into negotiations with any one or more of the preferred bidder(s) based on the criteria specified in the evaluation of this RFQ.
- c. Contact any bidder during the evaluation process, in order to clarify any information, without informing any other bidders, and no change in the content of the RFQ shall be sought, offered, or permitted.
- d. Award a contract to one or more bidder(s).
- e. Withdraw the RFQ at any stage
- f. Accept a separate RFQ or any RFQ in part or full at its own discretion.
- g. Cancel this RFQ or any part thereof at any stage as prescribed in the PPPFA regulation.
- h. Select the bidder(s) for further negotiations on the basis of the greatest benefit to MICT SETA and not necessarily on the basis of the lowest costs

### 2. COST OF BIDDING

The bidder shall bear all costs and expenses associated with the preparation and submission of its RFQ or RFQ, and the MICT SETA shall under no circumstances be responsible or liable for any such costs, regardless of, without limitation, the conduct or outcome of the bidding, evaluation, and selection processes.

## TERMS OF REFERENCE

### APPOINTMENT OF PANEL OF SERVICE PROVIDERS TO SUPPLY AND DELIVER OFFICE CONSUMABLES FOR A PERIOD OF 12 MONTHS

#### **1. INTRODUCTION AND BACKGROUND**

The Media, Information and Communication Technologies Sector Education and Training Authority (MICT SETA) is a public entity established in terms of Section 9(1) of the Skills Development Act (Act No. 97 of 1998). The MICT SETA plays a pivotal role in achieving South Africa's skills development and economic growth within the 5 distinct sub-sectors it operates in, i.e., Advertising, Film and Electronic Media, Electronics, Information Technology, and Telecommunications.

Due to the diverse nature of office consumables requirements in MICT SETA daily operation, the MICT SETA seeks to appoint a panel of to ensure that organisational operations are fulfilled.

#### **2. ESTABLISHMENT OF PANEL SERVICE PROVIDERS.**

The MICT SETA wishes to appoint a panel of service providers to supply and deliver office consumables as and when the need arises.

#### **3. CONTRACT DURATION**

The duration of this establishment is twelve (12) months after the signing of a contract to supply and deliver office consumables by the successful service providers.

#### **4. SCOPE OF WORK**

The successful service provider(s) forming part of the panel will be expected to meet the following requirements, but not limited to:

- 4.1. Supply and deliver items listed but not limited office consumables listed on pricing schedule. MICT SETA may request to procure items not listed in the pricing schedule as the need may arise.
- 4.2. Provide stationery and/or office consumables that have expiry date of not less than three (03) months from date of delivery.
- 4.3. Comply with the specifications of the required office consumables, where brand names are specified, we will accept equivalent goods with similar characteristics.
- 4.4. Supply and delver stock in case of urgent or emergency.
- 4.5. Only MICT SETA SCM personnel will place orders office consumables.

#### **5. OPERATION OF THE PANEL**

The purchase order will be placed with appointed panel of service provider (s) to supply and deliver office consumables on rotational basis. Successful service provider (one at a time) will be contacted as and when the need for office consumables arise, on rotational basis to ensure that all suppliers who form part of the panel are actively engaged by the MICT SETA.

## 6. DELIVERY / PERFORMANCE

- 6.1. Office consumables shall be delivered at the address and on the date or within the period stated in the Order, and in either case during the MICT SETA's usual business hours, except where otherwise agreed in the Order.
- 6.2. Where the date of delivery of office consumables is to be specified after issue of the Order, the Supplier shall indicate reasonable written notice of the specified date.
- 6.3. The service provider shall inform MICT SETA of the delivery date within 24 hours of order receipt.
- 6.4. MICT SETA will not accept any office consumables if reasonable time to inspect is not given following delivery by the Supplier.
- 6.5. MICT SETA shall be entitled to reject any office consumables supplied which are not in accordance with the Contract.

## 7. CONDITIONS FOR RFQ PARTICIPATION AND PENALTIES

- 7.1. Prices quoted by the service provider under the contract shall not vary from the prices quoted at the time of appointment, unless otherwise states or subject to escalations.
- 7.2. Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.
- 7.3. For delays in Supply of office consumables a penalty of 2 % of the purchase order value will be calculated and deducted.
- 7.4. If the contractor fails to execute the order, within stipulated time, the order will be cancelled and procured from the other service providers, in addition **the difference will be recovered from the contractor.**
- 7.5. Failure to supply the items during the validity of the contract may result in removing the service provider from the panel.

### **Declaration:**

I declare that I have read and understood the above terms, conditions and requirements of the **Delivery/Performance** and **Conditions for RFQ Participation and Penalties**. I acknowledge and agree to comply with the above outlined terms, conditions, and requirements for the duration of the contract.

Bidder representative: \_\_\_\_\_

Signature: \_\_\_\_\_

## PRICING SCHEDULE

Name of bidder \_\_\_\_\_

RFQ number: \_\_\_\_\_

Closing date \_\_\_\_\_

RFQ shall remain valid for acceptance for a period of **90 days** counted from the closing date.

Bidders to provide price for each line item:

Item	Requirement Description	Quantity	Unit Cost	Total Cost (Excl. VAT)
1.	750ml Domestos multipurpose thick bleach	1	R	R
2.	1.5L Sunlight dishwashing liquid	1	R	R
3.	750ml Handy Andy multipurpose cleaning cream	1	R	R
4.	Foam Sponge Scourers (4pc)	1	R	R
5.	Disposable teaspoons white (500pc)	1	R	R
6.	Disposable fork white (500pc)	1	R	R
7.	Disposable spoons white (500pc)	1	R	R
8.	300ml Pledge multi surface cleaner	1	R	R
9.	Kettle & Steam Iron cleaner 120g	1	R	R
10.	750mm x 950mm Heavy duty refuse bags- black (10's)	1	R	R
11.	Extra-large dish cloths (10 in pack)	1	R	R
12.	Touchless/Automatic C-Fold hand towel dispenser	1	R	R
13.	C-Fold 2ply hand towel 2000 sheets	1	R	R
14.	Small dish swabs (10 in pack)	1	R	R
15.	Selati 10kg Brown sugar	1	R	R
16.	Selati 10kg White sugar	1	R	R
17.	Clover 1L Full cream milk- Long Life	1	R	R
18.	Freshpack rooibos tagless teabags 160s	1	R	R
19.	Five roses tagless teabags 200s	1	R	R
20.	750g Nescafe Ricoffy	1	R	R
21.	200g Jacobs Kronung instant coffee	1	R	R
22.	Nescafe coffee sachets 10's- Latte	1	R	R
23.	Nescafe coffee sachets 10's - Cappuccino	1	R	R
24.	Nescafe coffee sachets 10's -Express	1	R	R

25.	Nescafe coffee sachets 10's - Hot Chocolate	1	R	R
26.	Nescafe coffee sachets 10's - Macchiato	1	R	R
27.	1kg Cremora coffee creamer	1	R	R
28.	375g Pure Honey	1	R	R
29.	330ml Liqui fruit juice- Passion Power (6 in pack)	1	R	R
30.	330ml Liqui fruit juice- Breakfast Punch (6 in pack)	1	R	R
31.	330ml Liqui fruit juice- Mango and Orange (6 in pack)	1	R	R
32.	330ml Liqui fruit juice- Cranberry cooler (6 in pack)	1	R	R
33.	330ml Liqui fruit juice- Red grape (6 in pack)	1	R	R
34.	330ml Grapetiser sparkling fruit juice (6 in pack)	1	R	R
35.	330ml Appletiser sparkling fruit juice (6 in pack)	1	R	R
36.	300ml Ice Tea- Peach (6 in pack)	1	R	R
37.	300ml Ice Tea- mango (6 in pack)	1	R	R
38.	300ml Ice Tea- Raspberry (6 in pack)	1	R	R
39.	300ml Ice Tea- Lemon (6 in pack)	1	R	R
40.	300ml Ice Tea- Tropical (6 in pack)	1	R	R
41.	300ml Coke (6 in pack)	1	R	R
42.	300ml Sprite (6 in pack)	1	R	R
43.	300ml Fanta Orange (6 in pack)	1	R	R
44.	Box of 12x 200g Eet-Sum-Mor Biscuits	1	R	R
45.	Box of 12x 200g Tennis original biscuits	1	R	R
46.	Box of 12x 200g Choice assorted	1	R	R
47.	500ml Still water (6 in pack)	1	R	R
48.	500ml Sparkling water (6 in pack)	1	R	R
49.	Parrot Metallic desktop large stapler (staples 20 pages)	1	R	R

50.	Multicolour Highlighters markers (Pack of 4)	1	R	R
51.	Pilot BL-WG-5-B Wingel Gel 0.5 Pen-Black 12's	1	R	R
52.	Pilot G2 0.7 Gel Retractable Pen-Black 12's	1	R	R
53.	Pentel Techniclick 0.5mm clutch pencil- Black 12's	1	R	R
54.	Pentel HB Lead 0.5mm	1	R	R
55.	Typek A4 Paper 80grams 5x Reams per box -(2500 sheets) white	1	R	R
56.	Snug complete cleaning care kit	1	R	R
<b>Sub-Total</b>				R
<b>VAT@15%</b>				R
<b>TOTAL PRICE (INCLUDING VAT)</b>				R

Complete below:

1. Delivery Address: **MICT SETA Head office**  
**Level 3 West wing, Gallagher House**  
**19 Richards Drive, Halfway House**  
**Midrand**
2. Indicate Delivery period after order receipt.....
3. Is delivery period fixed? **Yes/No**
4. Is the price(s) fixed? **Yes/No**
5. Is the quote strictly to specification? **Yes/No**

I/We, the undersigned, agree that this bidding price shall remain binding on me/us and open for acceptance for the period stipulated above.

Authorised Company Representative: .....

Capacity under which this quote is signed.....

Signature: .....

Date: .....

## EVALUATION CRITERIA

RFQ's received will be evaluated on the following criteria:

### 1. MANDATORY CRITERIA

- a. Bidder must comply with the terms, conditions and requirements of Delivery/ Performance and Conditions for RFQ Participation and Penalties outlined on page 5 of the RFQ document.

**Proof of compliance**

Bidders must **complete** and **sign** the declaration to comply on page 5.

- b. The bidder must have two (2) years' experience in the supply and delivery of office consumables, successfully executed within the last three (03) years.

**Proof of compliance**

Bidder must provide a minimum of two (02) or more signed contactable reference letters from different clients indicating successful execution of supply and delivery of office consumables or similar services in the last two (2) years. Reference Letters must include **ALL** the following elements:

- Be on the client's letterhead.
- Must be fully signed and dated (not older than two (02) years);
- Clearly indicate the project description or services awarded for;
- Indicate Service provider's lead time and reliability.
- Accessibility and availability.

**NB: Reference letters that omit any of the above element(s) will be considered non-compliant.**

- c. Bidders must be based in Gauteng Province.

**Proof of compliance**

Bidders must provide proof of physical address not older than three (03) months linked to the company or director of the company. Only the following will be accepted as proof of address:

- Utility bill
- Active Lease/Rental agreement.
- Municipal councillors' letter (Letter must be stamped).

- d. Bidder must comply to supply and deliver the required office consumables within three (3) days after order placement/ Purchase Order.

**Proof of compliance:**

Bidder must indicate compliance to delivery lead-time within three (3) days from receipt of the Purchase Order/ order placement in the form of the guaranteed letter signed by the company's director.

**Note: Bidders that do not meet all the above mandatory requirements will be eliminated from further evaluation process.**

## 2. PRICE AND SPECIFIC GOALS

Bidder will be evaluated on the below **80/20** preference points system:

Price to be evaluated out of **80 Points**.

Specific Goal to be evaluated out of **20 Points**:

Special Goal Criteria	Points
Enterprise which is at least 51% owned by historically disadvantaged persons.	10
Enterprise which is at least 51% owned by historically disadvantaged women.	5
Enterprise which is at least 51% owned by historically disadvantaged youth.	5
<b>Total</b>	<b>20</b>

**\*\* Enterprises that are not owned by historically disadvantaged persons will be allocated 0 points.**

### **Bidder must submit the following documents:**

- Certified ID copies of the company's directors as per the CIPC documents. (Certified copies must not be older than 3 months)
- CIPC Documents and or Shareholder's certificate.

**Failure on the part of a service provider to submit proof or documentation required in terms of this RFQ to claim points for specific goals, will be interpreted to mean that preference points for specific goals are not claimed.**

### **Award:**

The top 3 or more highest ranking on price and specific goals will be selected to form part of panel of service provider (s) to supply and deliver office consumables.

## 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<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

2.1.2. 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:

.....

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<sup>1</sup> the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....  
.....

**3 DECLARATION**

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

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

<sup>2</sup> 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.

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

## PREFERENCE PROCUREMENT CLAIM FORM

### PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

**NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022**

#### 1 GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

#### 1.2 To be completed by the organ of state

- a) The applicable preference point system for this tender is the **80/20** preference point system.
- b) the **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
<b>PRICE</b>	<b>80</b>
<b>SPECIFIC GOALS</b>	<b>20</b>
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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:

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

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

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

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 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)
Enterprise owned by historically disadvantaged persons.	10	
Enterprise owned by historically disadvantaged women.	5	
Enterprise owned by historically disadvantaged youth.	5	

#### 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.

..... <b>SIGNATURE(S) OF TENDERER(S)</b>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	..... ..... ..... .....