

BID DOCUMENT

BID NUMBER:	FIC/RFB/LAPTOP SUPPLY AND REPAIR/3/2022/23
CLOSING DATE FOR THE BID:	22 MARCH 2023
CLOSINGTIME FOR THE BID:	11H00
DESCRIPTION FOR THE BID:	THE FINANCIAL INTELLIGENCE CENTRE INTENDS TO APPOINT A SERVICE PROVIDER TO SUPPLY, MAINTAIN AND REPAIR LAPTOPS FOR A PERIOD OF THIRTY-SIX (36) MONTHS.
SUBMITTING BIDS:	One (1) original and an electronic copy of the RFB document must be handed in / delivered to: TENDER BOX FINANCIAL INTELLIGENCE CENTRE BYLSBRIDGE OFFICE PARK CNR JEAN AVENUE & OLIVENHOUTBOSCH (13 CANDELA STREET, HIGHVELD EXT 73) HIGHVELD CENTURION

Bidders are required to inform the FIC when the documents will be delivered at the FIC offices, in order to provide an access code. Communication can be sent to Keneilwe.masemene@fic.gov.za

CSD NUMBER

.....

DOCUMENTS IN THIS BID DOCUMENT PACK

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PART A: SBD 1 INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE FINANCIAL INTELLIGENCE CENTRE					
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DESCRIPTION	THE FINANCIAL INTELLIGENCE CENTRE INTENDS TO APPOINT A SERVICE PROVIDER TO SUPPLY, MAINTAIN AND REPAIR LAPTOPS FOR A PERIOD OF THIRTY-SIX (36) MONTHS.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT					
RECEPTION, FINANCIAL INTELLIGENCE CENTRE					
BYLS BRIDGE OFFICE PARK, CNR JEAN AVENUE & OLIVENHOUTBOSCH (13 CANDELA STREET, HIGVELD EXT 73 CENTURION)					
HIGHVELD EXT 73					
CENTURION					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Keneilwe Masemene		CONTACT PERSON	Keneilwe Masemene	
TELEPHONE NUMBER	012 641 6145		TELEPHONE NUMBER	012 641 6145	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	Keneilwe.masemene@fic.gov.za		E-MAIL ADDRESS	Tenders@fic.gov.za	
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					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		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					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> 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:
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>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.</p> <p>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.</p> <p>1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD 7).</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>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.</p> <p>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."</p>

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:

PART C: SPECIAL CONDITIONS OF CONTRACT

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

The General Conditions of Contract (GCC) will form part of this BID documents and may not be amended.

Special Conditions of Contract (SCC) relevant to this BID, compiled separately for this BID (if applicable) will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

Copies of the GCC are available from the website

<https://www.treasury.gov.za/divisions/ocpo/sc/generalconditions/general%20conditions%20of%20contract.pdf>

SPECIAL CONDITIONS THAT THE BIDDER NEEDS TO TAKE NOTE OF:

1 FRAUD AND CORRUPTION

- 1.1 All service providers are to take note of the implications of contravening the Prevention and Combating of Corrupt Activities Act, Act No 12 of 2004 and any other Act applicable.

2 NEGOTIATION

- 2.1 The Financial Intelligence Centre has the right to enter into negotiation with a prospective contractor regarding any terms and conditions, including price(s), of a proposed contract.
- 2.2 The Financial Intelligence Centre shall not be obliged to accept the lowest of any bid, offer or proposal in part or in whole.
- 2.3 All respondents will be informed whether they have been successful or not. A contract will only be deemed to be concluded when reduced to writing in a contract form signed by the designated responsible person of both parties. The designated responsible person of the Financial Intelligence Centre is the Supply Chain Manager or his/her written authorised delegate.

3 REASONS FOR REJECTION

- 3.1 The Financial Intelligence Centre shall reject a proposal for the award of a contract if the recommended bidder/tenderer has committed a proven corrupt or fraudulent act in competing for the particular contract.
- 3.2 The Financial Intelligence Centre may disregard the BID of any bidder/tenderer if that bidder/tenderer, or any of its directors:
- 3.2.1 Have abused the SCM system of the Financial Intelligence Centre.
 - 3.2.2 Have committed proven fraud or any other improper conduct in relation to such a contract.
 - 3.2.3 Have failed to perform on any previous contract and the proof exists.
- 3.3 Such actions shall be communicated to the National Treasury.

4 PAYMENTS

- The Financial Intelligence Centre will pay the service provider the Fee as set out in the final contract. No additional amounts will be payable by The Financial Intelligence Centre to the Contractor.
- 4.1 The Contractor shall from time to time during the currency of the contract invoice The Financial Intelligence Centre for the services rendered. No payment will be made to the contractor unless an invoice complying with section 20 of the VAT Act No 89 of 1991 has been submitted to The Financial Intelligence Centre.
- 4.2 Payment shall be made into the bidder/tenderer's bank account normally 30 days after receipt of an acceptable, valid invoice. (Banking details must be submitted as soon as this BID is awarded).
- 4.3 The service provider shall be responsible for accounting to the appropriate authorities for its Income Tax, VAT or other amounts of money required to be paid in terms of applicable law.

5 PRESENTATION / DEMONSTRATION

- 5.1 The FIC reserves the right to request site visit/presentations/demonstrations from the short-listed bidder/tenderers if needed.

PART D: TERMS OF REFERENCE/MINIMUM SPECIFICATION FOR THE WORK

1 BACKGROUND TO THE FIC

- 1.1 The Financial Intelligence Centre (FIC) was established in 2003, through the promulgation of the Financial Intelligence Centre Act, No. 38 of 2001 (FIC Act) as amended, with the purpose of inter alia identifying the proceeds of unlawful activities and combating money laundering and financing of terrorism.
- 1.2 The FIC is South Africa's national financial intelligence unit tasked to provide financial intelligence to relevant stakeholders including law enforcement agencies, intelligence agencies and the South African Revenue Service. Furthermore the FIC Act introduces a regulatory framework which requires certain categories of business to register with the FIC, take steps regarding client identification, keep records, appoint a compliance officer, provide relevant training, have internal rules and submit various types of intelligence reports to the FIC.
- 1.3 The FIC is a member of the international AML/CFT (Anti Money Laundering and Counter Financing of Terrorism) standard-setting body, the Financial Action Task Force (FATF). At the regional level, the FIC is a member of the Eastern and Southern Africa Anti-money Laundering Group (ESAAMLG). The FIC is also South Africa's representative on the Egmont Group - an organisation of more than 150 Financial Intelligence Units (FIUs) which provides a platform for the secure exchange of expertise and financial intelligence to combat money laundering and terrorist financing.

2 BACKGROUND TO THE REQUIREMENT

- 2.1 The FIC currently has two hundred and fifty (250) laptops which were acquired at a different time period and therefore have different warranty periods. The FIC laptop policy is to replace laptops after five (5) years.
- 2.2 The FIC has standardised on Dell and Lenovo laptops.
- 2.3 The FIC requires to appoint a service provider on a three (3) year contract to provide laptops on an as and when required basis.
- 2.4 The service provider requires to assist the FIC with an assessment report as and when laptops get damaged and require repair.

Specification requirements	Compliance Requirement
<p>3.1 The FIC intends to appoint a service provider for the supply and delivery of an estimated number of 250 laptops. In addition, the service provider is required to provide damage reports for damaged laptops for the Centurion and Cape Town offices as well as repairing the damaged laptops.</p>	Mandatory
<p>3.2 Minimum technical specification for high specification laptops</p> <p>Dell Latitude:</p> <ul style="list-style-type: none"> ✓ Intel Core i7-1265U (Up to 4.80 GHz, 12M cache) vPro ✓ Intel Iris XE Graphics ✓ 15.6" FHD WideView (1920 x 1080) Anti-Glare 250nits ✓ 16GB (2x8GB) 3200Mhz DDR4 Memory ✓ 512GB SSD PCIe NVMe M.2 ✓ Intel XMM 7360 LTE Advanced ✓ Intel Dual Band Wireless AX221 + Bluetooth ✓ Backlit Keyboard ✓ 4-cell battery ✓ 90W AC Adaptor ✓ Fingerprint Reader ✓ Built in IR Camera & Microphone ✓ Windows 10 Pro (64 Bit) ✓ 3yr Pro Support Warranty ✓ Additional 2-year Pro Support Warranty ✓ Laptop Bag ✓ Security Lock ✓ Docking Station ✓ Support and Maintenance 	Mandatory
<p>3.3 Minimum technical specification for standard laptops</p> <p>Dell Latitude</p> <ul style="list-style-type: none"> ✓ Intel Core i7-1265U (Up to 4.80 GHz, 12M cache) vPro ✓ Intel Iris XE Graphics ✓ 13.3" FHD WideView TOUCH (1920 x 1080) Anti-Glare 300nits 	Mandatory

Specification requirements	Compliance Requirement
<ul style="list-style-type: none"> ✓ 16GB (1x16GB) 3200Mhz DDR4 Memory ✓ 512GB SSD PCIe NVMe M.2 ✓ Intel XMM 7360 LTE Advanced ✓ Intel Dual Band Wireless AX221 + Bluetooth ✓ Backlit Keyboard, 4-cell battery ✓ 65W AC Adaptor ✓ Fingerprint Reader ✓ Built in IR Camera & Microphone ✓ Windows 10 Pro (64 Bit) ✓ 3yr Pro Support Warranty ✓ Additional 2-year Pro Support Warranty ✓ Laptop Bag ✓ Security Lock ✓ Docking Station ✓ Support and Maintenance 	
<p>3.4 Minimum technical specification for Hybrid Laptops</p> <p>Hybrid Laptops (Two-In-One) - Lenovo ThinkPad Yoga:</p> <ul style="list-style-type: none"> ✓ i7-1255U 8GB ✓ DDR4 512GB SSD M.2 2242 NVMe ✓ Intel Iris Xe Graphics ✓ Win 11 Pro 64 ✓ 14.0 inch FHD IPS 300nits Touch FHD Cam Wi-fi ✓ AX 2x2+BT Y-FPR ✓ 4 Cell 60Whr 65W ✓ 2 USB-C 3PIN-ZA BKLT KB US-ENG ✓ On-board sim slot ✓ 1 Year Depot Warranty Active Pen ✓ 3Yr ProSupport ✓ Additional 2-year Pro Support Warranty ✓ Laptop Bag ✓ Security Lock ✓ Docking Station ✓ Support and Maintenance 	Mandatory
3.5 Provision of damage reports	Mandatory

Specification requirements	Compliance Requirement
Bidders are required to provide diagnostic reports on damaged laptops. The damage report will detail the items that require laptop repair.	
3.6 Repair of damaged laptops Bidders are required to repair damaged laptops. Quotations will be requested from the awarded service provider on an ad hoc basis. The service provider must be accredited by Dell and Lenovo to repair laptops.	Mandatory

FIC reserves the right to award this bid as a whole or in part without furnishing reasons to bidders.

4 DURATION OF THE CONTRACT

A twelve (12)-month service level agreement (SLA) to provide the required services will be signed with the awarded bidder. The contract is annually renewable for year two (2) and three (3) based on budget availability and performance of the awarded bidder.

5 TECHNICAL QUESTIONS

Any technical questions regarding the above requirement can be forwarded to Tenders@fic.gov.za.

PART E EVALUATION PROCESS

7 EVALUATION PROCESS

Compliance with minimum requirements and response requirements

7.1 All bids duly lodged will be examined to determine compliance with quotation requirements and conditions. Bids with obvious deviations from the requirements/ conditions will be eliminated from further evaluation.

7.2 Pre-selection

- Supply Chain Management business unit will do **pre-selection** on the following requirements:

No.	Item	Mandatory Requirement
1.	Central Supplier Database	Bidders must be registered on the Central Supplier Database (CSD) that can be accessed via National Treasury Website – www.csd.gov.za prior to submitting a bid.
2.	Standard Bidding Documents	Standard Bidding Documents must be fully completed and signed where required.
3.	Compliance to the Specification requirements	Bidders must meet all mandatory specification requirements
4.	Dell and Lenovo Partner Accreditation	Bidders must confirm OEM Partner Accreditation for the resale and repair of Dell and Lenovo laptops

Note:

- a) A bidder/tenderer who fails to comply with **mandatory** requirements No **1, 2, 3 and 4** will be disqualified from the evaluation process.

8 FUNCTIONALITY AND PREFERENCE POINTS SYSTEM (PRICE AND B-BBEE)

8.1 All remaining bids which have complied with the pre-selection criteria will be evaluated as follows:

8.1.1 Functionality will be done in terms of the evaluation criteria as set out below, whereby respondents who do not achieve the minimum score will be eliminated.

8.1.2 The minimum threshold to qualify for the next phase is 75%. Bidders who fail to meet the minimum threshold will be disqualified and will not be evaluated further for price and B-BBEE status level of contribution

8.1.3 Table below explains the rating guideline for the evaluation of functionality criteria

No	Criteria	Weighting
1	Respondents should have a proven track record for the provisioning, of laptops and accessories, repairs to laptops and provision of damage report included on a company profile or confirmation should be stipulated on a company letter head.	40
2	A list of company contactable references for the provision of computer laptops including the following: a) Client name and contact details; and b) Contract description, contract period and services performed.	40
3	Extended warranty: Onsite warranty extended to 5 years for all laptops.	20
TOTAL		100

8.1.4 Table below explains the rating guideline for the evaluation:

No	Project Approach Definition - Describe implementation approach.	Points = 0	Points = 1	Points = 2	Points = 3	Points = 4	Points = 5
1	Respondents should have a proven track record for the provisioning, of laptops and accessories, repairs to laptops and provision of damage report included on a company profile or confirmation should be stipulated on a company letter head.	N/A	N/A	N/A	A proven track record indicating that they have been providing IT related hardware is provided on a company profile or letter head with five (5) years experience	A proven track record indicating that they have been providing IT related hardware is provided on a company profile or letter head with six (6) – eight (8) years experience	A proven track record indicating that they have been providing IT related hardware is provided on a company profile or letter head with more than nine (9) years experience
2	A list of company contactable references for the provision of computer laptops including the following: a) Client name and contact details; and b) Contract description, contract period and services performed	List of contactable references with all the required information not provided.	N/A	One (1) reference with all required information provided.	Two (2) references with all required information provided.	Three (3) references with all required information provided.	Four (4) or more references with all required information provided.
3	Extended warranty: Tenderer should provide 3-year NBD (next business day) onsite warranty extended to 5 years for all laptops.	N/A	N/A	N/A	N/A	N/A	Extended 5-year warranty provided

8.1.5 Only qualifying quotations will be evaluated further in terms of the **80/20** preference points system, whereby 80 points will be for price only and 20 points for preference points based on specific goals as set out in the preference point claim form.

- a) The percentage scored for price shall be calculated as follows:
- b) A maximum of 80 points is allocated for price on the following basis:

80/20

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for price of quotation under consideration

P_t = Rand value of quotation under consideration

P_{\min} = Rand value of lowest acceptable quotation

8.1.6 Awarding of points for broad-based black economic empowerment (B-BBEE) status level of contribution

- a) Preference points for B-BBEE status level of contribution will be awarded according to the table indicated in the preference points claim form.

9 ADJUDICATION

9.1 The relevant award structure will consider the recommendations and make the final award. The successful respondent will usually be the service provider scoring the highest number of points or it may be a lower scoring provider on justifiable grounds or no award at all.

10 FINANCIAL PROPOSAL/PRICING SCHEDULE

10.1 The below table should be used to stipulate the costing for the supply and delivery of laptops. In addition, the service provide is required to provide costing for the repair and provision of damage reports for damaged laptops for the Centurion offices. The evaluation will be based on rates submitted.

10.2 A formal quotation on a company's letterhead should be provided for contractual purposes.

10.3 Quotes to repair damaged laptops will be requested as and when required from the appointed service provider and quotations will be tested in the market to ensure market related prices.

10.4 Should a rate of exchange be used, bidders are required to convert the currency to Rands (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid.

DESCRIPTION	QTY	Year 1	Year 2	Year 3
INITIAL ONCE COSTING				
Reference to 3.2 specification Dell Latitude (including all items)	1			
Reference to 3.3 specification Dell Latitude (including all items)	1			
Reference to 3.4 specification Hybrid Laptops (Two-In-One) - Lenovo ThinkPad Yoga	1			
Damage Dell report (cost if applicable)	1			
Damage Lenovo report (cost if applicable)	1			
Repair of Dell/Lenovo damaged laptops (to quote on labour rate per hour)	1			
Travel cost per KM (If applicable)				

11 VALIDITY PERIOD

- 11.1 Validity period from date of closure is 90 days.
- 11.2 Tenderers must hold their tenders valid for acceptance by the FIC at any time within the requested validity period after the closing date of the tender.
- 11.3 Tenderers may be requested to extend their validity period for a specified additional period. In such instances, tenderers will not be allowed to change any aspect of their tender, unless they are able to demonstrate that the proposed change(s) is as a direct and unavoidable consequence of FIC's extension of the validity period.

PART F: STANDARD BIDDING DOCUMENTS (OVERLEAF)

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship

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.

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

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.

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

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 system is applicable to invitations to this tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included);

1.2 To be completed by the organ of state

- a) The applicable preference point system for this tender is the **80/20** preference point system.

- 1.3 Points for this shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

- 1.4 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 FIC requires of a tenderer to substantiate any claim in regards to preferences, by submitting their current/valid B-BBEE certificate or a sworn affidavit as prescribed by the B-BBEE codes of good practice.

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) “**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 PREFERENCE POINT SYSTEMS

A maximum of 80/20 points is allocated for price on the following basis:

80/20

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

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

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 2022, 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 that shall be supported by proof / documentation as stated in the conditions of this tender:

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)
The B-BBEE Certificate is used as a measurement instrument for FIC's specific goals:	20 Maximum	
B-BBEE Status level of contributor: 1	20	
B-BBEE Status level of contributor: 2	18	
B-BBEE Status level of contributor: 3	14	
B-BBEE Status level of contributor: 4	7	
B-BBEE Status level of contributor: 5	4	
B-BBEE Status level of contributor: 6	2	
B-BBEE Status level 7 – 8 and non-compliant contributors	0	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.2. Name of company/firm.....

4.3. Company registration number:

4.4. 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]

4.5. 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:

