

FRAMEWORK AGREEMENT FOR PRE-QUALIFIED SERVICE PROVIDERS FOR THE

Appointment of a panel of service providers for the supply, installation and commissioning of Heating, Ventilation and Air conditioning systems, including the manufacture and installation of ducting and associated ventilation and electrical controls or the repair and maintenance of existing systems on an “as and when required” basis for a period of three (3) years.

SENT-032-2023-24

Made and entered into between

SENTECH SOC LIMITED

Registration Number: 1990/001791/30

(“Sentech”)

and

Registration Number: _____

(“the Service Provider”)

(Jointly referred to as the “Parties”)

1 INTERPRETATION

1.1. The headings to the clauses of this Agreement are inserted for reference purposes only and shall in no way govern or affect the interpretation hereof.

1.2. Unless inconsistent with the context, the expressions set forth below shall bear the following meanings:

1.2.1. “**Agreement**” means the terms and condition contained in this agreement and any/all annexures hereto from time to time.

1.2.2. “**Commencement Date**” means the last signature date.

1.2.3. “**Data**” means any data, including personal information as defined in the Protection of Personal Information Act 4 of 2013, including personal information which is stored, encrypted, decrypted, collected, collated, accessed, recovered, retained or processed by the Service Provider on behalf of Sentech, irrespective of media or form.

1.2.4. “**Parties**” means Sentech and the Service Provider, and “party” shall mean either one of the parties or a combination of them as the context may indicate.

1.2.5. “**Service Provider**” means _____, a company, duly registered and incorporated in accordance with the laws of the Republic of South Africa with registration number _____;

1.2.6. “**Sentech**” means Sentech SOC Limited, a company with limited liability duly registered and incorporated in accordance with the laws of the Republic of South Africa, having its registered office at Octave Street, Radiokop, Roodepoort, with Registration Number 1990/001791/30.

1.2.7. “**Services**” means the duties and responsibilities more fully described in clause 5 of this Agreement and in Annexure “A” hereto.

1.2.8. “**Service Fees**” means the fees more fully described in clause 7 below.

1.2.9. “**Signature Date**” means the date of signature of this Agreement by the party signing last in time by a person duly authorized to do so.

1.2.10. **“VAT” means** Value Added Tax as levied in accordance with the Value Added Tax Act 89 of 1991, as amended.

2 INTRODUCTION

- 2.1 Sentech requires the Services from the Service Provider in respect of, inter alia, to the repair and maintenance of existing HVAC systems of Sentech, as more fully described in clause 5 below and in Annexure “A” hereto.
- 2.2 The Service Provider is willing to provide the Services to Sentech based on the terms and conditions contained herein.
- 2.3 The Parties require that the terms and conditions of their agreement be reduced to writing and signed by them before the same shall be or become binding upon them.

3 APPOINTMENT

- 3.1 Sentech hereby appoints additional Service Provider/s on Framework Agreement with effect from the Commencement Date to provide the Services and the Service Provider hereby accepts such appointment.
- 3.2 Sentech does not guarantee any work allocation to the Service Provider appointed on Framework Agreement neither does this appointment commit Sentech to any quantum of work to the Service Provider.
- 3.3 The Service Provider shall perform those duties and render the Services more fully described in clause 5 below and in Annexure “A” hereto, in a proper, diligent and satisfactory manner and, at all times, having regard to the requirements and directions of Sentech.
- 3.4 The Service Provider shall devote its time and attention to the affairs of Sentech as necessary to enable it to comply with its contractual obligations hereunder.

4 TERM

- 4.1** The appointment of the Service Provider shall commence on the Commencement Date and shall endure for a period of 36 months thereafter.
- 4.2 Notwithstanding the afore-going, Sentech shall be entitled to terminate the Agreement upon 30 (thirty) days’ written notice to the Service Provider without any liability of any nature whatsoever to the Service Provider.

5 SERVICES

- 5.1 The duties of the Service Provider shall, inter alia, be to the repair and maintenance of existing HVAC systems of Sentech and provide as more fully described in Annexure “A” hereto, as and when required.
- 5.2 In performing the Services established for this Framework Agreement, the Service Provider undertakes to:
 - 5.2.1 timeously respond to the “Call Off Requests” issued.
 - 5.2.2 attend site inspections when required to do so;
 - 5.2.3 timeously mobilize resources to perform work within a stipulated period.
 - 5.2.4 not collude with other service providers in responding to Sentech’s requirements.
 - 5.2.5 where possible, obtain local labor as shall be determined by the location of the site where the Services shall be rendered.
 - 5.2.6 at all times carry out its duties and obligations in terms of this Agreement in a competent and professional manner.
 - 5.2.7 at all times act with the utmost good faith towards Sentech and to promptly and punctually carry out and perform all its duties and obligations in accordance with the provisions of this Agreement.
 - 5.2.8 adhere to all Sentech’s rules and regulations whilst on the sites.
- 5.3 The Service rendered by the employees of the Service Provider must be rendered under competent supervision provided by the Service Provider.
- 5.4 The Service Provider shall guarantee that the Service shall be rendered and executed in a professional manner in accordance with the job description as provided by Sentech.
- 5.5 The Service Provider shall guarantee that its personnel shall have the expertise to execute their functions properly.
- 5.6 The Service Provider is not entitled to cede any of its rights or delegate any of its obligations under this Agreement without Sentech’s prior written consent.
- 5.7 The Service Provider shall not be entitled to appoint any sub-contractor/s without Sentech’s prior written consent. Notwithstanding the appointment by the Service Provider of any sub-contractor/s, the Service Provider shall remain liable for the fulfillment of all its obligations in terms of this Agreement.

6 RIGHTS OF SENTECH

Sentech reserves the right to:

- 6.1 Go outside the Framework Agreement to source services that cannot be sufficiently fulfilled within this Contract.
- 6.2 Approach other service provider's if there are no responses from the service providers on the on the Framework Agreement.
- 6.3 Remove a service provider from the Framework Agreement if the service provider's performance is unsatisfactory or if the service provider does not respond to Sentech's "Call of Requests";
- 6.4 Refrain from using the under-performing service provider for a period not exceeding twenty (24) months.
- 6.5 List a defaulting service provider on the National Treasury Database of prohibited suppliers.
- 6.6 Regularly update the Framework Agreement through an open tender process.
- 6.7 Negotiate prices received, and
- 6.8 If required, rotate service providers to afford all service providers an opportunity to provide services to Sentech.

7 SENTECH'S DUTIES

- 7.1 Sentech shall make payment to the Service Provider in terms of clause 8 below.

8 SERVICE FEES AND PAYMENT

- 8.1 Prices shall be based on the pricing model described in Annexure A. When Sentech wishes to acquire any of the Goods listed in Annexure A hereto, Sentech shall request the Service Provider via the "Call of Procedure" as described in Annexure A, the quotation will be valid for a period of 30 days from the date of the quotation.
- 8.2 Payment shall be made to the Service Provider into the following Bank account:

Account name:

Bank :

Account number:

Branch code :

- 8.3 Nothing precludes Sentech from withholding payment on any invoice if Sentech, in its sole and absolute discretion, is of the reasonable opinion that the Service Provider has not satisfactorily performed in accordance with its obligations in terms of this Agreement.

9 INDEMNITY

- 9.1 The Service Provider indemnifies and holds Sentech harmless against all liability, damage, obligation, responsibility, cost and expenditure of any nature which may arise out of this Agreement and/ or the use of Sentech's facilities, as well as for any physical damage to the Service Provider's property. Sentech shall not be liable for any damage to the property of the Service Provider which may be caused by its employees, agents, contractors, subcontractors, vehicles and/or activities of Sentech, excluding damage as a result of willful and/or negligent action. However, any such damage shall be reported to Sentech in writing within 48 (forty-eight) hours of having knowledge of such damage.
- 9.2 The Service Provider shall indemnify Sentech and keep Sentech indemnified whilst it and/ or its employees are present on the Sentech's premises, or for the duration of this agreement with Sentech, whichever period is the longest, against all losses and claims for injuries or damage, of any nature and howsoever caused, to any person or property whatsoever, which may arise out of or in connection with the Services being performed by the Service Provider.

10 CONFIDENTIALITY

- 10.1 The Service Provider shall keep confidential and not use directly or indirectly, at any time during or after termination of this Agreement disclose or divulge to any person (save and except insofar as may be required by law):
- 10.1.1 any written instructions, drawings, notes, memoranda, data, discs or records (the "documents") relating to Sentech's business and affairs which are made by the Service Provider, or which come into its possession during the currency of this Agreement. Any such documents shall be deemed to be the property of Sentech and shall be surrendered to Sentech in the event of the termination of this Agreement by Sentech, and the Service Provider will not retain any copies thereof or extracts therefrom.

11 TERMINATION

11.1 Sentech may immediately, and within its sole discretion terminate this Agreement at any time, by providing written notice to the Service Provider if:

11.1.1 it is not satisfied with the quality of any of the Services.

11.1.2 the Service Provider becomes insolvent, or guilty of fraud or dishonesty, willful default, negligence or incompetence.

11.1.3 there is a change in Sentech's strategic direction,

11.1.4 circumstances exist justifying such termination at the sole and absolute discretion of Sentech including due to operational requirements.

12 DOMICILIUM CITANDI ET EXECUTANDI

12.1 The Parties hereto respectively choose *domicilium citandi et executandi* ("domicilium") for all purposes of and in connection with this Agreement as follows:

SENTECH

Octave Street,
Radiokop Ext. 3
Honeydew
Private Bag X06
Honeydew, 2040

Fax: 086 743 1794

Attention:

Executive: Legal and Regulatory

AND

The Service Provider

Tel: _____

Fax: _____

Email: _____

12.2 Any notice given by either party to the other shall be deemed to be received by the addressee:

12.2.1 on the date on which the same was delivered to the addressee's *domicilium*, if delivered by hand (unless proven otherwise); or

12.2.1 on the date on which the same was despatched by facsimile transmission at the addressee's *domicilium* (unless proven otherwise).

12.2.2 Any party hereto may change a *domicilium* referred to above to any address within the Republic of South Africa by giving written notice to that effect to the other party hereto.

12.2.3 The Parties hereto shall be entitled to change their *domiciliumi* from time to time provided that any new *domicilium* selected by them shall be situated in the Republic of South Africa and any such change shall only be effective upon receipt of notice in writing by the other party.

13 DATA PRIVACY AND PROTECTION

13.1 The Service Provider acknowledges that in providing the Services to Sentech, the Service Provider may be exposed to Sentech's Data, including Data of any of Sentech's clients and/or other third parties.

13.2 The Parties specifically record that all Data provided by Sentech to the Service Provider, or to which the Service Provider may be exposed, shall constitute Confidential Information and as such, the Service Provider shall comply with all the provisions of clause 10 with regard to such Data.

13.3 The Service Provider hereby warrants in favor of Sentech that it shall at all times strictly comply with all applicable legislation and with all the provisions and requirements of the Sentech's Data protection policies and procedures, as may be updated from time to time, and any further requirements of which Sentech may, from time to time, advise the Service Provider in writing, or which may be required by legislation, regulation or any relevant industry body, whether within the Republic of South Africa or elsewhere in the world.

- 13.4 The Service Provider hereby warrants and undertakes that it shall not, at any time copy, compile, collect, collate, process, mine, store, transfer, alter, delete, interfere with or in any other manner use Data for any purpose other than with the express prior written consent of Sentech, and to the extent necessary to provide the Services to Sentech. All data and software, including Sentech Data, provided by Sentech or accessed (or accessible) by Service Provider Staff members shall be used by such Staff members only in connection with the provision of the Services and shall not be commercially exploited by the Service Provider in any manner whatsoever.
- 13.5 The Service Provider further warrants that it shall ensure that all its systems and operations which it uses to provide the Services, including all systems on which Data is copied, compiled, collected, collated, processed, mined, stored, transmitted, altered or deleted or otherwise used as part of providing the Services, shall at all times be of a minimum standard required by law and further be of a standard no less than the standards which are in compliance with the international best practice for the protection, control and use of Data.
- 13.6 The Service Provider indemnifies and holds harmless Sentech for any loss, whether direct or indirect, arising out of a failure to process any Sentech Data in accordance with the applicable laws.

14 WHOLE AGREEMENT

- 14.1 This Agreement constitutes the whole Agreement between the Parties as to the subject matter of this Agreement and no agreements; representations or warranties between the Parties other than those set out herein will be binding on the Parties.

15 VARIATION

- 15.1 This agreement, including this clause, cannot be varied, added to, or cancelled by agreement otherwise than by means of a further written and signed agreement between the parties.

16 RELAXATION

16.1 No latitude, extension of time or other indulgence which may be given or allowed by either Party to the other in respect of the performance of any obligation hereunder or the enforcement of any right arising from this Agreement and no single or partial exercise of any right by either Party shall under any circumstances be construed to be an implied consent by such Party or operate as a waiver of, or otherwise affect any of that Party's rights arising from this Agreement.

EXECUTION:

THUS DONE AND SIGNED AT _____ ON THIS THE ____ DAY OF _____ 2023_ IN THE PRESENCE OF THE UNDERSIGNED WITNESSES.

**DULY AUTHORISED FOR AND
ON BEHALF OFSENTECH SOC LIMITED**

NAME: **ZUNAID ADAMS**

DESIGNATION: EXECUTIVE: LEGAL AND REGULATORY

WITNESSES

1. _____
2. _____

THUS DONE AND SIGNED AT _____ ON THIS THE ____ DAY OF _____ 202_ IN THE PRESENCE OF THE UNDERSIGNED WITNESSES.

**DULY AUTHORISED FOR AND
ON BEHALF OF _____**

NAME: _____

DESIGNATION: _____

WITNESSES

1. _____
2. _____

ANNEXURE A

Scope of Work

1. BACKGROUND

Sentech is a state owned company and is the largest broadcasting signal distributor in Africa. Sentech is a licensed Electronic Communications Network Service provider in South Africa.

Sentech manages a large number of Radio and Television broadcast sites strategically positioned throughout South Africa. In most instances the broadcast sites are located in a remote area and site access requires four wheel drive vehicles or similar off road capacity vehicles.

Sentech invites interested companies to furnish tender documentation for the provision of Heating, Ventilation and Air Conditioning (HVAC) including the manufacture and installation of ducting and associated controls at various Sentech Transmitter sites on an “as and when required bases “for a period of three (3) years.

The tender submission is divided into 4 separate sections being:

SECTION A - Small direct expansion systems having a maximum capacity up to 12 kilowatts and small ventilation system.

The general scope of work expected of bidders in Section A is,

- Supply and install small direct expansion air conditioning systems. The systems would mostly include mid wall splits, cassettes splits and/ or under ceiling splits units.
- Supply and install wall mounted extractor fans.
- Provide all necessary supports such as cantilever brackets, gas reticulation between indoor and outdoor units including electrical connections and drainage, etc,

Occasional removal of redundant air conditioning systems including recovery of R22 gas.

SECTION B - Medium direct expansion systems having a maximum capacity up to 25 kilowatts and medium ventilation systems.

The general scope of work expected of bidders in Section B is,

- Supply and install medium direct expansion air conditioning systems. The systems would mostly include mid wall splits, cassettes splits, and/ or under ceiling splits units.
- Supply and install in-line or axial supply and extract air fans.
- Provide all necessary supports, reticulation between indoor and outdoor units, ducting for ventilation, including electrical connections and drainage,
- Occasional removal of redundant air conditioning systems including recovery of redundant gas.
- An occasional situation may require the installation of a hideaway system. Such a system may require the inclusion of a duct, air terminals and filter box. Should such an installation arise then the installation will be awarded to **SECTION C category**.

SECTION C - Large HVAC systems encompassing direct expansion systems, VRF systems, packaged systems and chiller systems or similar having a capacity above 25 kilowatts and including manufacture and installation of ducting, piping and associated ventilation and electrical controls.

The general scope of work expected of bidders in Section C is,

- Supply and install any type of air conditioning system ranging from large direct expansion systems, VRF systems, packaged systems or chiller systems.
- Provide all necessary reticulation including electrical connections and drainage for a complete system,
- Manufacture and install small, medium and long duct runs including the required ventilation controls. This section would include air control dampers, aluminium air grilles, diffusers, attenuators, extraction fans plus down cowls and the like. Drawings may be provided however the situation may arise that drawings must be provided by the tenderer.
- Manufacture and installation of air filtration systems.
- Removal of redundant air conditioning systems including recovery of redundant gas.

- The majority of the above installations will require specialised delivery equipment in order to deliver large heavy items to site and rigging of the equipment into position.
- Sentech will undertake an inspection of companies' premises to assess manufacturing capacity and any perceived risk.
- Where prospective companies propose to use the services of a third party to manufacture ducting (not air control components such as attenuators and dampers manufactured by specialised companies) complete details of the third party must be provided as the premises of the third party will be inspected. A signed memorandum of understanding between both parties will be required.

SECTION D – Repair and maintenance of existing Sentech systems.

The general scope of works expected of bidders in Section D may entail,

- Travel to a Sentech installation and investigate a non - working HVAC System,
- Identify problem immediately,
- Identify components to repair the system and provide a quotation to repair the unit,
- Receive authorisation to proceed,
- Proceed with repair,
- Provide repair completion report including training and maintenance schedule.

Companies that qualify and indicate inclusion with the repair and maintenance portion of the panel shall only be included in their chosen category: example Category A will be restricted to repairs and maintenance of systems up to 12 kilowatts,

Category B will be restricted to repairs and maintenance of systems up to 25 kilowatts i.e. this includes Section A,

Category C will undertake repairs and maintenance of all types of HVAC systems, i.e. this includes section A and section B.

SECTION IDENTIFICATION	STATED PREFERENCE e.g. Section A	COMPANY NAME	NAME OF PERSON COMPLETING THIS DOCUMENT
SECTION A			
SECTION B			
SECTION C			
SECTION D			

BIDDERS MUST CLEARLY INDICATE IN THE ABOVE TABLE THE SECTION CHOSEN.

EXAMPLE

SECTION A ONLY,

SECTION A AND B ONLY

SECTION C ONLY

SECTION A, B AND C,

SECTION D,

OR ANY COMBINATION OF THE ABOVE.

SHOULD BIDDERS FAIL TO INDICATE THEIR PREFERRED CATEGORY THEN SENTECH SHALL AUTOMATICALLY DISQUALIFY THEM.

TENDERERS WILL BE CATAGORISED BY PROVINCE.

TENDERERS CAN INDICATE PREFERENCE FOR WORK IN ONE OR MORE THAN ONE PROVINCE IN THE TABLE BELOW

PROVINCE	STATED PREFERENCE e.g. GAUTENG	COMPANY NAME	NAME OF PERSON COMPLETING THIS DOCUMENT
Eastern Cape			
Free State			
Gauteng			

Kwa Zulu Natal			
Limpopo			
Mpumalanga			
Northern Cape			
North West			
Western Cape			

2. TECHNICAL RESPONSIVENESS COMPLIANCE

The Technical Evaluation will encompass evaluation of:

- Mandatory Criteria
- Functional / Technical Criteria

3. TECHNICAL EVALUATION CRITERIA

3.1 Mandatory Eligibility Criteria

The following criteria are mandatory to ALL BIDDERS:

Mandatory Eligibility Criteria	Attach evidence and provide reference page number in your proposal
1. CIDB Contractor designation ME (Level 1 – 6/ more)	Provide CIDB registration Certificate
2. The Bidder must provide a Letter of Good Standing from the compensation for occupational injuries and disease act (COIDA).	Provide proof of company's good standing
3. To meet the requirements of the Montreal Protocol, signed by South Africa, pertaining to the non-release of CFC gases into the atmosphere, Companies must include proof of ownership and purchase of CFC Gas recovery and storage kits all of which must comply with the requirements of Pressure Equipment Regulations. The proof provided must be in the form of a tax invoice or a letter of confirmation from the original equipment supplier or agent.	Provide proof of ownership of gas recovery kit
4. To meet the requirements of the Montreal Protocol, signed by South Africa, pertaining to the non-release of CFC gases into the atmosphere, Companies must attach and provide proof of training competency of the designated installation technician achieved at ACRA (Air Conditioning and Refrigeration Academy) or similar merSETA registered Trade Test Centre in the safe handling and recovery of CFC gases.	Provide a copy of staff training certificate or card for Safe Handling of Refrigerants
5. Compliance with Occupational Health and Safety Act No. 85 of 1993 – Pressure Equipment Regulation 17.3 - Gas Reticulation equipment and systems – Companies must provide proof of compliance in the form of registration with a body appointment by Department of Labour or is an “authorised person “ as stipulated in the Regulations. An example of such registration is SAQCC. (South African Qualifications Control Committee) Minimum Level B6	Provide proof of valid registration (Minimum Level B6)
6. HVAC Lead Technician registration with SAQCC/ SARACCA	Provide proof of registration



NOTE: Bidders that do not comply with all the above criteria or do not present proof of compliance will not be eligible to be evaluated further.

Table 1: Functional Criteria

Bidders must supply proof of their capability and capacity to do the required work and be included on the Panel of Pre-qualified service providers. Bidders will score points as indicated in the table below, based on proof supplied on the minimum criteria.

Table 1. Small direct expansion systems having a maximum capacity up to 12 kilowatts and small ventilation systems

Functionality Criteria for Sections A - Small HVAC Systems	Weighting factor
1. Number of previous HVAC projects completed. Bidder must provide reference or completion letters on client's letterhead confirming completion of the project not older than 10 years with reference to the Relevant Size of the Section A More than 10 projects – 50 points Between 6 and 9 projects – 40 points Between 3 and 5 projects – 30 points Between 1 and 2 projects – 20 points Zero projects – 0 points	50 Points
2. Qualification and CV of the HVAC Lead Technician in relation to the scope of work. More than 10 years' experience – 50 points Between 6 and 9 years' experience - 40 points Between 3 and 5 years' experience – 30 points Between 1 and 2 years' experience – 20 points Less than 1 year experience – 0 points	50 Points

Total minimum qualifying functional score for Section A Small HVAC systems only is 60 points.

100 points

Table 1: Functional Criteria

Total minimum qualifying functional score for Section A is 60 points.

Table 2. Medium direct expansion systems having a maximum capacity up to 25 kilowatts and medium ventilation systems

Functionality Criteria for Sections B - Medium HVAC Systems	Weighting factor
1. Number of previous HVAC projects completed. Bidder must provide reference or completion letters on client's letterhead confirming completion of the project not older than 10 years with reference to the Relevant Size of the Section B More than 10 projects – 50 points Between 6 and 9 projects – 40 points Between 3 and 5 projects – 30 points Between 1 and 2 projects – 20 points Zero projects – 0 points	50 Points
2. Qualification and CV of the HVAC Lead Technician in relation to the scope of work. More than 10 years' experience – 50 points Between 6 and 9 years' experience - 40 points Between 3 and 5 years' experience – 30 points Between 1 and 2 years' experience – 20 points Less than 1 year experience – 0 points	50 Points
Total minimum qualifying functional score for Section B Medium HVAC systems only is 60 points.	100 points

Table 2: Functional Criteria

Total minimum qualifying functional score for Section B is 60 points.

Table 3. Large HVAC systems encompassing direct expansion systems, VRF systems, packaged systems and chiller systems or similar having a capacity above 25 kilowatts and including the manufacture and installation of ducting and associated ventilation and electrical controls.

Functionality Criteria for Sections C – Large HVAC systems	Weighting factor
1. Number of previous HVAC projects completed in Organisations having live communication equipment (e.g. transmitters)	50 Points

Bidder must provide reference or completion letters on client's letterhead confirming completion of the project not older than 10 years with reference to the Relevant Size of the Section C More than 10 projects – 50 points Between 6 and 9 projects – 40 points Between 3 and 5 projects – 30 points Between 1 and 2 projects – 20 points Zero projects – 0 points	
2. Qualification and CV of the HVAC Lead Technician in relation to the scope of work . More than 10 years' experience – 50 points Between 6 and 9 years' experience - 40 points Between 3 and 5 years' experience – 30 points Between 1 and 2 years' experience – 20 points Less than 1 year experience – 0 points	50 Points
Total minimum qualifying functional score for Section C Large HVAC systems only is 60 points	100 points

Table 3: Functional Criteria

The minimum qualifying functional score for Section C is 60 points.

Note: The appointment at this stage will be based on the experiences as per the mandatory and functional criteria. The panel will be sent the requirements for any HVAC work for which they need to submit the quotations, which will be subjected to a competitive process.

3.2 Risk Assessment.

All bids that meet the minimum qualifying score for technical evaluation will undergo a risk assessment based on the following framework. The risk assessment will entail an inspection of bidder's premises.

- Any aspects that emanate from the bidders individual responses
- Any information received from past references
- All equipment necessary to undertake an accredited air conditioning installation such as vacuum equipment, flaring kits, pipe benders, hand tools, ladders, and vehicles.

Sentech may disqualify bidders based on the outcome of the risk assessment.

3.3 Evaluation of Price and Preference

This Bid will be evaluated on a points system based on a weighted average score for Price and Preference as per the Preferential Procurement Framework Act of 2000 (Act 5 of 2000).

Preference Point allocation – 80/20

Price / Preference	Weighting percentage
Preference:	20%
Price:	80 %
Total must equal:	100%

Sentech will award preference points as follows:

Goal	Points	Evidence required
Historically disadvantaged by unfair discrimination on the basis of Race	10	A valid BBBEE Certificate showing at least 51% black ownership
Historically disadvantaged by unfair discrimination on the basis of Gender (women)	8	A valid BBBEE Certificate showing at least 30% women ownership
Historically disadvantaged by unfair discrimination on the basis of disability	2	A doctor's note confirming disability
Total Points	20	

Price Calculation 80/20

The following formula will be used to calculate the points for price.

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

Where:

- P_s = Points scored for price of the bid under consideration
 P_t = Rand value of bid under consideration
 P_{min} = Rand value of the lowest acceptable bid