

REQUEST FOR QUOTATIONS (RFQ)

GOODS		SERVICE	X
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DESCRIPTION:	SAAO/RFQ 2024/104266		
RFQ NUMBER:	104266		
DATE ISSUED:	02/09/2024		
CLOSING DATE AND TIME:	MONDAY, 09/09/2024 @ 16:00 PM		
QUOTATIONS TO BE SUBMITTED TO:	scm@saa0.ac.za		
PREFERENCE POINTS SYSTEM:	80/20		
DELIVERY INFORMATION			
LOCATION:	SAAO, 1 Observatory Road, Observatory, Cape Town		
LEAD TIME	AS AND WHEN REQUIRED		
Enquiries relating to bidding procedures may be directed to:		Technical enquiries may be directed to:	
Contact person:	SCM	Contact person:	Sanchia Lewis
e-Mail address:	scm@saa0.ac.za	e-Mail address:	sanchia@saa0.ac.za
Telephone No:	021 201 1629	Telephone No:	021 201 1623

SUPPLIER INFORMATION

Name of Bidder Name:															
Street Address:															
Telephone Number															
Code		Number													
Cell Phone Number															
Code		Number													
Facsimile Number															
Code		Number													
E-Mail Address															
VAT Registration Number															
Tax Compliance Status	Tax Compliance System PIN		OR	Central Supplier Database No.	MAAA										
B-BBEE Status Level Verification Certificate	Tick Applicable Box. ☐ Yes ☐ No		B-BBEE Status Level Sworn Affidavit	Tick Applicable Box. ☐ Yes ☐ 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 – also refer to the SBD 6.1]															
Are you the accredited representative in South Africa for the goods/services/works offered?	☐ Yes ☐ No [If yes, enclose proof]		Are you a foreign-based supplier for the goods/services/works offered?	☐ Yes ☐ No [If yes, answer the questionnaire below]											
<table border="1"> <tr> <td>Is the entity a resident of the Republic of South Africa (RSA)?</td> <td>☐ Yes ☐ No</td> </tr> <tr> <td>Does the entity have a branch in the RSA?</td> <td>☐ Yes ☐ No</td> </tr> <tr> <td>Does the entity have a permanent establishment in the RSA?</td> <td>☐ Yes ☐ No</td> </tr> <tr> <td>Does the entity have any source of income in the RSA?</td> <td>☐ Yes ☐ No</td> </tr> <tr> <td>Is the entity liable in the RSA for any form of taxation?</td> <td>☐ Yes ☐ No</td> </tr> </table> 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).						Is the entity a resident of the Republic of South Africa (RSA)?	☐ Yes ☐ No	Does the entity have a branch in the RSA?	☐ Yes ☐ No	Does the entity have a permanent establishment in the RSA?	☐ Yes ☐ No	Does the entity have any source of income in the RSA?	☐ Yes ☐ No	Is the entity liable in the RSA for any form of taxation?	☐ Yes ☐ No
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Does the entity have any source of income in the RSA?	☐ Yes ☐ No														
Is the entity liable in the RSA for any form of taxation?	☐ Yes ☐ No														

1. INTRODUCTION TO THE NRF

The National Research Foundation (“NRF”) is a juristic person established in terms of the National Research Foundation Act, Act 23 of 1998, and a Schedule 3A Public Entity in terms of the Public Finance Management Act (PFMA). The NRF is the government’s national agency responsible for promoting and supporting research and human capital development through funding researchers, provision of the National Research Platforms, and science outreach platforms/programs to the broader community. The NRF provides these services in all fields of science and technology, including natural science, engineering, social science, and humanities.

The NRF is a schedule 3A entity under the PFMA (Act 29 of 1999), which is required to plan and report on its activities and organizational performance, and which is to be audited by the Auditor-General of South Africa (AGSA) on an annual basis. As part of the AGSA audit requirements, the NRF has to collect / document and store details, data and/or information of all persons and activities that form part of its performance record as proof thereof. In terms of this requirement, all persons making use of NRF facilities, platforms, equipment, tools etc., for research and related purposes are required to provide their personal details/data/information as per the template below or other similarly appropriate format. By completing your information in the template/register/record below and appending your signature thereto, you confirm your consent, in line with the Protection of Personal Information Act 4 of 2013, whereby the NRF and any of its business units may process (collect, receive, record, organize, collate, share, store, update, modify, retrieve, alter, consult, use, disseminate, distribute, merge, link, erase or destroy) the personal information you provide within and amongst its business units/functions for the purpose of fulfilling its statutory mandate, public accountability and other regulatory/legal requirements.

1.1. INTRODUCTION TO THE BUSINESS UNIT WHO IS RESPONSIBLE FOR THIS RFQ

The South African Astronomical Observatory (SAAO) is a facility of the National Research Foundation and is the national centre for optical and infrared astronomy in South Africa. Its prime function is to conduct fundamental research in astronomy and astrophysics by providing a world-class facility and by promoting astronomy and astrophysics in Southern Africa.

2. SUPPLY SPECIFICATIONS

The purpose of the request for quotation (RFQ) is to appoint a suitable and experienced service provider for the provision of shuttle services to SAAO for a period of two (2) years.

Scope of the required services:

The service provider is expected to perform 24-hour shuttle services as follows:

1. Provide shuttle services for SAAO within the boundaries of the South Africa;
2. Provide shuttle services to and from Airports for SAAO as and when required;
3. Provide shuttle services for SAAO in fleet vehicles;
4. Service providers must be able to provide shuttle services, on demand, 7 days a week, anytime during the day and night;
5. Service providers must be able to provide a back-up vehicle/s in case of breakdown, accidents, etc. of their assigned vehicles.

Weekly trips:

1. The scheduled trips will leave from the SAAO site in Observatory, Cape Town at 11:00 to Sutherland on a Tuesday and depart from Sutherland on a Wednesday at 11:00 and to arrive on site in Observatory no later than 15:30;
2. These days are independent, but may be subject to change in the event of weather and other special occasions such as voting days etc.;
3. In the event of a change, excluding weather, reasonable notice will be given to the service provider;
4. It must be noted that the situation might arise where the trip back from Sutherland may also be delayed due to weather conditions;
5. Any change within less than 24 hours will incur expenses to SAAO, even if the trip does not go ahead.
6. The appointed service provider will have to ensure that an approved driver is available to fulfil the requirements as agreed upon and should a driver become unavailable, even at short notice, that a replacement driver is available;
7. The driver will be expected to arrive in good time to inspect the vehicle for any safety issues with the allocated vehicle, and depart from the SAAO site at the stipulated time;

8. Inspection of the vehicle must be conducted as per the K53 method and if any issues are identified the driver has the right to refuse driving the vehicle, once the issues have been brought to the attention of the SAAO management;
9. The SAAO may also ensure that a suitable vehicle is available for the trip between the destinations and that the vehicle is safely packed;
10. On arrival at the destination, the driver will hand the vehicle keys to the correct staff member to allow SAAO staff to unload the vehicle;
11. The SAAO will implement a system to monitor the safety of the service as well as the satisfaction of staff members with the service;
12. Any breaches of safety or road legislation may result in the termination of the contract with the service provider.
13. The SAAO will be responsible for the payment of toll fees incurred during the trips;
14. The SAAO will also provide the driver with supper in the evening and breakfast on the morning;
15. Accommodation will be provided by the SAAO either at the hostel in Sutherland or another suitable venue;
16. The driver will be required to stop for lunch at a selected venue along the way for staff members to purchase lunch, but the driver's lunch will be the responsibility of the service provider's contract with the driver.

Contract Period:

- The contract will commence with immediate effect upon signing of Acceptance of Written Offer/signing of the SBD 7.2 and will continue for a period of 2 years once the contract value has been reached.
- The value will be advised upon the order.
- The agreement may be terminated with one months' notice by either party or by mutual agreement.

Technical Requirements:

Vehicles:

1. Vehicles must at all times be clean, have valid roadworthy certificate and licensed.
2. Vehicles must be sufficiently equipped with fuel and all required parts and accessories to complete each journey.
3. All vehicles must not be older than seven (7) years throughout the duration of the contract and must be roadworthy at all times.
4. All vehicles must be fitted with radio/tape/CD player, air conditioner, power steering, central locking, air bags and have GPS (Global Positioning System) device in working condition.
5. Vehicles' engine capacities must at least be 1600 cubic litre for 4 to 5 seater vehicles.
6. Vehicles must at all times have the full luggage space available for luggage of the passenger/s.
7. Vehicles assigned for executing SAAO business must be occupied by SAAO approved passengers only.
8. The rented vehicle should have:
 - First aid kit
 - Fire extinguisher
 - Spare wheel, jack and appropriate tools
 - Reflector triangles, battery-powered lantern
 - Seat belts for all passengers
 - 5 metre rope, strong enough to pull another vehicle

Drivers:

1. All drivers must have a minimum of two (2) years' experience as professional drivers and a valid drivers' licence.
2. The driver must respect all local traffic regulations at all times. Speeding and illegal overtaking is not allowed.
3. All drivers must be neatly attired in appropriate clothing. All drivers must wear a company badge or some other form of identification to show that they are employed by the service provider.
4. Drivers must not smoke in the vehicles and must be sober at all times, and exhibit professional conduct at all times.

5. Drivers must, at all times, have names of passenger/s neatly and clearly typed in an A4 sized paper, where required.
6. This list must be obtained from the co-ordinator in Observatory and Sutherland before departure and cannot be amended, unless approved by the SAAO representative.
7. Drivers must handle the vehicle with care and pay attention to the road condition and other road users including pedestrians.
8. The drivers must have reasonable English language skills.
9. The maximum number of working hours of the drivers shall not exceed applicable national standards and regulations (in order to avoid accidents due to fatigue). The drivers shall follow the instructions given by SAAO staff, provided those instructions do not go against applicable law. Drivers found to be unsuitable by SAAO shall be replaced immediately and without contest. Consumption of alcohol and/or other drugs is strictly forbidden.
10. Must be able to drive a vehicle with a tow bar & trailer/load.

In the case of an accident:

In case of accident (i.e. any incident that happens unexpectedly resulting in damage to vehicle, passenger's property, or injury or death of passengers or personnel) the following procedures shall be followed:

1. Ensure First Aid is provided and all injured are transferred to the nearest medical facility as quickly as possible. A report should be made to the local authority (if required the driver must wait at the scene of the accident or report to the nearest police station);
2. The SAAO Operations & Finance Manager or contact person, must be notified immediately;
3. A written statement of the accident must be submitted to SAAO within 24 (twenty-four) hours of the accident

Costing:

- Bidders must price in accordance with the pricing schedules below, this will enable SAAO to compare priced offers.
- Failure to submit a priced offer using the prescribed schedules will make the bid liable for disqualification.
- A Detailed Breakdown of costs must be attached to all invoices.
- SAAO at times may require labour only as the vehicle may be in stock or free issued.
- All rates quoted as part of this bid will apply to ad-hoc works as/when required.
- Do not leave any area blank in the pricing schedules.
- All payments will be made within 30 days after the receipt and approval of the invoice.
- Payment for this contract will be against proven cost accompanied by receipts and work request report.
- All travel rates are to be in-line with the SARS Tax Free Rate and no claim may exceed the distance from the primary place of business.

The Service Provider shall maintain a Route Log Sheet, containing as a minimum the following information:

Date	Route	Driver's Name	Vehicle Name	Model	Time	Passenger's signature

Contract Management:

In any case the Service Provider fails to render the required transportation service as agreed, e.g. vehicle breaking down before arrival at the final destination, the Service Provider will be held responsible to replace the broken vehicle/s immediately before the closure of business day, as well as to bear any costs that might arise including any damage to items and costs related to any needed replacement of items

Office Building address	Province	Contact Person
SAAO – Observatory 1 Observatory Road Cape Town, 7935	Western Cape	Sanchia Lewis e-mail address: Sanchia@saa0.ac.za

Office Building address	Province	Contact Person
SAAO – Sutherland Fraserberg Road Sutherland	Northern Cape	Louis Hannie e-mail address: louish@saa0.ac.za

3. EVALUATION PROCESS

The RFQ will be evaluated in the following three phases:

Phase 1:	Administrative compliance / submission of all returnable documents and completion of all returnable schedules
Phase 2	Specification evaluation and eligibility
Phase 3:	80/20 preferential point system in terms of PPPR22 - 80 – Price (VAT and all taxes included) - 20- Specific goals (BBBEE STATUS LEVEL) Refer to SBD6.1 - Specific goals: <i>relevant in accordance with the B-BBEE Codes of Good Practice and the PPPFA that are contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender, or disability</i>

Phase 1 – Administrative Compliance

All returnable documents marked mandatory ('M'), must be completed or submitted by service providers in order to proceed to be evaluated further in Phase 2.

Returnable Document/ Schedule	Mandatory (M) / Optional (O)
Signed SBD 1 form	M
Signed and completed SBD 3.1 form (pricing schedule)	M
Signed and completed SBD 4 form	M (=> R 2 000)
Signed and completed SBD 6.1 form	M (=> R 2 000)
Valid BBBEE certificate, or sworn affidavit detailing annual turnover, in the case of EMEs and QSEs	O (preference points will not be allocated if not submitted)
Company background/profile	M
Copy of valid Public Liability Insurance cover	M
Submit proof of ownership and/or valid registration certificates of all vehicles and/or a valid third-party agreement for leased vehicles	M
Submit valid proof of comprehensive insurance for each vehicle.	M
Service providers must submit a list of all drivers and certified copies of their: - • ID Documents (certified) • Valid Professional Driving Permits • Valid Unendorsed licenses issued in terms of the Road Traffic Act, Act 29 of 1989, as amended and other laws that regulate transport in the country.	M
Experience Bidder must demonstrate relevant experience in providing services in the past three (3) years.	M

References At least 3 bidder's contactable references should be provided on the client's letterhead and contain the following information a) Client name and contact details; b) Contract description and services performed; c) Project period (start and end dates)	M
Pricing schedule Bidder must submit a fully completed priced offer using the prescribed schedules.	M

4. PRICING SCHEDULE – FIRM PRICES PURCHASES (SBD 3.1)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

IF YOUR PRICES ARE VARIABLE (SUBJECT TO CHANGE), PLEASE SPECIFY THE VARIABLES THAT WILL AFFECT THE PRICE.

OFFER TO BE VALID FOR 60 DAYS FROM THE CLOSING DATE OF BID.

Respondents are requested to complete the pricing schedule below in response to this Scope of Work. If the respondent feels there are any additional items that should be priced but were not included as part of the original scope of work, please submit separate quotation in company letter head.

No	Description YEAR 1	Quantity	Rate	Unit Rate
1.	Driver only (Monday – Friday 8 to 5pm)	hr		
2.	Driver only (Monday – Friday afterhours)	hr		
3.	Driver only (Saturday)	hr		

4.	Driver only (Sunday & Public holidays)	hr		
5.	Toyota Quantum – 16 seater including fuel	km		
6.	4 seater vehicle including fuel	km		
7.	1 Ton bakkie including fuel	km		
8.	Luxury 4 seater vehicle	km		
9	30 Seater bus including fuel	km		
	MPV vehicle including fuel	km		
	Sub Total A			
No	Description YEAR 2	Quantity	Rate	Unit Rate
10	Driver only (Monday – Friday 8 to 5pm)	hr		
11	Driver only (Monday – Friday afterhours)	hr		
12	Driver only (Saturday)	hr		
13.	Driver only (Sunday & Public holidays)	hr		
14.	Toyota Quantum – 16 seater including fuel	km		
15.	4 seater vehicle including fuel	km		
16.	1 Ton bakkie including fuel	km		
17.	Luxury 4 seater vehicle	km		
18	30 Seater bus including fuel	km		
19.	MPV vehicle including fuel	km		
20.	Sub Total B			
	Total A+B			
	Vat 15%			
	Total			

5. BIDDING CONDITIONS FOR THIS RFQ

The following conditions will apply to this request for quotations:

- 1) Price(s) quoted must be valid for at least (60) days from date of your offer.
- 2) Price(s) quoted must be inclusive of VAT, if applicable.
- 3) The bidder is required to submit:
 - a) Proof of B-BBEE Status Level of contributor, to claim points as per SBD 6.1
 - b) An EME is required to submit a sworn affidavit confirming their annual total revenue of R10 million or less and level of black ownership to claim points as per SBD 6.1
 - c) A QSE is required to submit a sworn affidavit confirming their annual total revenue of between R10 million and R50 million and level of black ownership or a B-BBEE level verification certificate to claim points. As per SBD 6.1
- 4) **No award will be made to a service provider who is not registered on CSD.** To register <https://secure.csd.gov.za/>.
- 5) Quotations equal to above R 2000 (VAT included) must be accompanied by the relevant SBD documentation as per section 3 of this document for Quotations duly completed.
- 6) The successful provider will be the one scoring the highest points in the event of the lowest bid being higher than R 2000. (VAT inclusive).
- 7) For goods/ services below R 2000 the successful bidder will be one with cheapest acceptable quotation.
- 8) SAAO reserves the right to withdraw any invitation to quote and/or to re-advertise or to accept a part of it. SAAO does not bind itself to accepting the lowest quotation.
- 9) This request for quotations is subject to the National Treasury General Conditions of Contract (GCC) and, if applicable, any other special conditions of contract.
- 10) **Payment terms is within 30 days from date of receipt of invoice and when goods have been delivered. (No Pre- Payment allowed).**
- 11) **Where supplier terms and conditions are different from SAAO set terms and conditions.**

SBD 4 - BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest 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 with any person who is employed by the procuring institution?

YES/NO

- 2.2.1 If so, furnish particulars:

.....
.....

- 2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES/NO

- 2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium 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.
- 3.5 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.
- 3.6 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.
- 3.7 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.

.....



SAAO

South African
Astronomical Observatory

Signature

Date

.....
Position

.....
Name of bidder

SBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

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
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

A maximum of 80 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

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 points is allocated for price on the following basis:

80/20

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

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:

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.)

SPECIFIC GOALS (80/20)

B-BBEE Status Level of Contributor	1	2	3	4	5	6	7	8	Non-compliant contributor 0
Contributor Number of Points for Preference (80/20) between R2000 and R50m	20	18	14	12	8	6	4	2	
Points Claimed (Supplier to complete)									

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	☐ Personal Liability Company
☐ One-person business/sole propriety	☐ (Pty) Limited
☐ Close corporation	☐ Non-Profit Company
☐ Public 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:

GENERAL CONDITIONS OF CONTRACT

The National Treasury General Conditions of Contract shall govern the contractual relationship between SAAO and the successful bidder. The contract is not attached, however is accessible on SAAO's website - <https://www.sao.ac.za/tenders/>

SPECIAL CONDITIONS FOR MANAGING THE CONTRACTUAL OBLIGATIONS

SERVICE PERFORMANCE LEVELS (MANDATORY)

Service being Measured	Measurement	Minimum level
Quality of work performed	Work must be completed with good quality standards maintained, with attention to detail.	100% Compliance to the Specifications as and when required. If the agreed standard is not met penalty per day will be calculated at 2% of the project value.

GENERAL CONDITIONS OF CONTRACT FOR PERFORMANCE MANAGEMENT

GCC22	22. Penalties
	22.1. 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.

BID SIGNATURE (SBD 1)

I, the bidder, warrant by signature as having read and accepted each page in this document including any annexures attached to this document. I undertake to supply all or any of the goods, works, and services described in this procurement invitation to SAAO in accordance with the conditions requirements and specifications stipulated in this bid document at the price/s quoted. I confirm that I have satisfied myself as to the correctness and validity of my offer/bid in response to this invitation, covering all my obligations and I accept that any mistakes regarding price(s), rate(s), and calculations are at my own risk.

My offer remains binding upon me and open for acceptance by SAAO during the validity period indicated and calculated from the closing time of bid invitation. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me in terms of this document as the principal liable for the due fulfilment of the subsequent contract conditions if awarded to me.

I declare that during the bidding period did not have access to any NRF proprietary information or any other matter that may have unfairly placed our bid in a preferential position in relation to any of the other bidder(s).

I confirm that I am duly authorised to sign this offer/ bid response.

NB: Failure to provide / or comply with any of the above particulars may render the bid invalid.

Signature of bidder: