

REQUEST FOR QUOTATIONS (RFQ)

GOODS		SERVICE	X
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DESCRIPTION:	Provision of Professional Horticultural Services and grounds maintenance, landscaping services at the South African Astronomical Observatory Cape Town for a period of Twelve (12) months		
RFQ NUMBER:	NRF/SAAO/RFQ/111731		
DATE ISSUED:	10 MARCH 2025		
COMPLUSORY BRIEFING:	FRIDAY, 14 MARCH 2025 AT 11H00		
CLOSING DATE AND TIME:	WEDNESDAY, 19 MARCH 2025 @ 16H00		
QUOTATIONS TO BE SUBMITTED TO:	scm@saa0.ac.za		
PREFERENCE POINTS SYSTEM:	80/20		
DELIVERY INFORMATION			
LOCATION:		SAAO , 1 OBSERVATORY ROAD, OBSERVATORY	
LEAD TIME (purchase order date)		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:	s.lewis@saa0.nrf.ac.za
Telephone No:	021 447 0025	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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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 (SAAO) 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

SAAO invites the submission of quotations for the following:

The Facilities & Safety Office is responsible for the provision of fit for purpose infrastructure for the SAAO Cape Town site. The SAAO requires Professional Horticultural Services and grounds maintenance, landscaping services Services to manage the gardening and landscaping of SAAO Properties located in Cape Town.

Proposals are hereby invited from qualified horticultural services contractors for the provision of Grounds maintenance and landscaping services for the SAAO Observatory sites for a period of Twelve (12) months.

Site Specific Scope:

- The successful should provide detailed specifications on Gardening and Landscape management and maintenance strategies to be implemented for provision of the services required by the SAAO.
- The Gardening and Landscape and management strategies to be proposed should include the use of a variety of environmentally friendly, SABS approved and animal safe pesticides or chemicals.
- The successful bidder will be required to provide Material Safety Data Sheets (MSDS's) for the chemicals to be used for the sites, also considering the various climatic conditions.
- The service provider should demonstrate extensive experience in dealing with gardening and landscape services of similar scope and environment as that of the SAAO, with specific considerations to flora and fauna, and the health and safety of its employees.
- Overall responsibility for the service provider is to manage, maintain, and protect the vegetation in an environmentally acceptable manner, in SAAO Cape Town site according to the scope of works provided in this RFQ.
- To provide the necessary materials, resources, equipment, and labour required in the execution of Gardening and Landscape services required for the performance of the contract.
- The service provider must provide alternative labour if the initially assigned labour is unavailable.
- Propose herbicide compounds, formulations and application methods which present the lowest potential hazard to humans, animals and the environment in meeting the site specific requirements to maintain the landscape ambience, look and feel of the external environment of the SAAO site.
- Provide non technological methods of horticulture services to protect plant species, flora and fauna according to the requirements for specific sites.
- Maintenance and replacement of indoor plants.

- Recommend co-ordinated Gardening and Landscape management measures and efforts which can impact facilities management efforts, eg: Pest control, waste management.
- Conduct site inspections and provide full recommendations on improvements which can be made to landscaping appearance

Provision of grounds maintenance services including but not limited to the following:

- Mowing of lawns
- Cleaning of flower beds
- Pruning of shrubs
- Trimming of edges
- Providing plants & trees as and when needed
- Application of fertilizers (fertilizers supplied by the Service provider)
- Chipping of wood
- Seasonal preparations for lawn: apply fertiliser & lawn dressing
- Cleaning storm water drains
- Sweep roadside & clean channels
- Weed killer to channels etc
- Litter control and cleaning grounds on-site
- Eradicate noxious weeds
- Protect, control and prevent from spread of alien trees, plants or weeds
- Manage an Invasive tree management program will be required in line with required legislation ie. Conservation of Agricultural Resources Act, National Environmental Management Biodiversity Act, etc
- Suppliers should demonstrate knowledge and skill in Biodiversity management; and Provide SAAO with recommendations on the control, care and in the prevention of the spread of invasive species of plan

Trees

- Provide strategy on maintenance of heritage protected trees or plant species;
- Provide strategy on safe removal of dead or risky trees (A site inspection on the condition of trees and recommendation will be required.
- Tree felling
- Planting of trees
- Cutting down of trees and grubbing up of roots
- Treating infected trees
- Low & dead branches, fallen branches
- Stakes and ties;
- Pest eradication on sick trees;
- Leaf litter, garden refuse and cut off removal for compost & chip purposes; and
- Cutting dead and obstructive trees deemed hazardous/ risk in their growth – to be done in consultation with SAAO horticulture

Flower beds/Plants

- Cut back of flowers and plants twice yearly;
- Feeding of plants (fertilizers supplied by the Service provider);
- plant movement, soil turning and pruning;
- Seasonal preparations for plant beds: planting new plants, fertiliser and compost;
- Seasonal planting of new plants as and when required; and
- Dead or dying plants

Firebreaks

- Cut all grass to a maximum height of 150mm and create a fire belt of at least 1,5 metre, or as otherwise agreed, parallel from each boundary but in accordance with Applicable Laws – where necessary

Labour component

- The expected staff is expected to be knowledgeable and demonstrate the required expertise in caring for plants, horticultural experience and landscaping knowledge.
- The proposed staff compliment need be maintained throughout the contract duration and should be sufficient to render gardening requirements to ensure the facility is adequately maintained as and when needed.
- The service provider will be required to screen the employees to assigned to this contract, conduct medical fitness and provide training thereof.
- The service provider shall, at all times, comply with employment legislation as prescribed by the Department of Employment and Labour and ensure fair labour practice.

Equipment

- The service provider will be expected to provide all equipment required for the rendering of the service without interruption, including those to be used for ad-hoc services. An inventory list must be submitted for all equipment.
- The costs for provision and maintenance of equipment, tools and gardening services machinery shall be borne by the service provider.
- The service provider will be required to provide tools or equipment for performance of Ad Hoc services.
- The service provider shall provide free of charge to their workers for the necessary Personal Protective Equipment for the performance of the contract.
- The service provider shall ensure compliance of their vehicles / equipment with relevant legislation/s for the duration of the contract.
- These vehicles / equipment shall be operated by licenced and competent operators.
- SAAO may request the service provider to supply any related garden equipment, tools, materials, services of machinery and any necessary items to perform gardening duties at SAAO Observatory at the cost + mark-up rate excluding vat as per agreed in this document.

A Service Level:

- Agreement will be entered into with the successful bidder, which will also include performance measurement scorecard and management tools to be adhered to in order to ensure efficient performance of the contract.

SAAO Operations:

- SAAO operates on an 8-hour shift routine from Monday to Friday for the majority of its operations. The gardening service times should commence from 07h00 – 15h00 for the team.
- Weekend work will be required at times for noisy or work which cannot be done during normal working hours without interrupting other on site operations
- The appointed service provider will designate a "Key Account Manager" to serve as the primary point of contact. The Key Account Manager will attend scheduled monthly meetings and as required, assist with monitoring and reviewing the contract, and address issues that cannot be routinely resolved by the relevant parties.

Workflow:

- The contractor along with SAAO personnel will assess the required scope of works on site.
- The contractor must submit a written proposal for executing the requested scope of works.
- The proposal must include the following specific details:

a) Listed scheduling of activities – program/estimate of time

b) Quotation, specifying and itemizing (quantity and value) the following details:

- i. Resources required;
- ii. Detailed description of all materials;
- iii. Plant or machinery;
- iv. Type of labour (artisan/labourer/supervisor);
- v. Hours of labour; and
- vi. Quotation is VAT inclusive
- vii. Provide supporting quotes from the 3rd party supplier with the letterhead of that company – This quotes will be verified for accuracy

- Note all materials is to be of a good quality as indicated in the contract document.
- The contractor will compile the quotation as per the agreed rates in the awarded tender.
- The detailed quotation shall be submitted to the Site & Safety Officer for review, approval and acceptance.
- This will then be sent to SAAO SCM for processing.
- The contractor will be issued with a written purchase order authorizing the deliverable of the RFQ before any service can be rendered.

- The purchase order stipulates work description, delivery date, place, time and costs of the service required.
- Work must begin within 5 days of the PO being issued, unless otherwise communicated and agreed upon in writing with the site manager. This does not apply to emergency works.
- Job cards need to be signed daily.
- Submit for invoice once the work has been fully completed
- Payments will only be processed for invoices that are accurate and free of discrepancies. If an invoice contains discrepancies, it will be returned for correction.

Contractors Health and Safety:

Safety, Health and Environment (SHE) requirements

- The service provider shall comply with Safety, Health and Environmental requirements of the SAAO during the performance of their contract
- Site SHEQ file content.
- The service provider shall ensure that personnel to be assigned for this contract are adequately trained on material and equipment safety in respect of their duties. Refresher and outlined training and development programmes should be held on a continuous basis and proof of participation provided to the SAAO.
- The service provider shall provide their staff with Personal Protective Equipment (PPE) in a form of uniform, headgears (goggles, visors, masks); safety shoes, gloves, etc for efficient performance of their duties.
- All safety equipment, PPE, Chemicals etc. shall be approved according to the legislated
- industry standards, thus SABS

Security and Identification

- It is the responsibility of the service provider to ensure that proper identification of their staff
- All staff will scan ID and drivers when entering SAAO site.
- in their company's uniform is provided.
- The successful bidder will be required to conduct background checks and proper vetting of the personnel to be assigned for this contract, then provide evidence of such reports to the SAAO.
- The service providers' personnel will be required to at all times wear their uniforms to be supplied by the service provider, at their cost, bearing the name and logo of the service provider

Medical Fitness

- The Contractor shall ensure that all the workers are certified medically fit by a registered

- Occupational Health Nursing Practitioner. The service provider's personnel must be covered for health insurance purposes and such cover will be at the service provider's cost.

First Aid

- The service provider shall be responsible for the provision and replenishing of first aid
- boxes, which shall be under the control of a trained first aid provider.
- In cases of emergency, the supervisor on site shall refer the incident to the on-site clinic to assess the situation or assistance.

Fair Labour Practice

- The service provider is expected to comply with all Department of Employment and Labour legislation, Codes of Conduct and Fair Labour Practices
- The service provider must ensure timely payment to their staff, in accordance with labour practices.

Service Level Agreement and Penalties

- The service provider will sign a Service Level Agreement with the SAAO to ensure scope of work is achieved and continually monitor the quality of the landscaping and gardening service rendered through a performance measurement scorecard.
- Penalties will be imposed on sub-standard or unacceptable work.
- Poor contractor performance, if not resolved timeously within stipulated time frames and to the satisfaction of SAAO management, could result in termination of the contract

The SAAO reserves the right to:

- Extend the closing date;
- Verify any information contained in a proposal;
- Request documentary proof regarding any tendering issue;
- Give preference to locally manufactured goods;
- Appoint one or more service providers, separately or jointly (whether or not they submitted a joint proposal);
- Award this RFQ as a whole or in part;
- Cancel or withdraw this RFQ as a whole or in part.

PERFORMANCE LEVEL (General Condition of Contract Clause No: 22)

If the appointed bidder fails to meet any performance level:

- a) Both SAAO and the appointed bidder shall jointly investigate and report on the root causes of the performance level failure;
- b) Promptly correct the failure and begin meeting the set performance levels;
- c) Advise SAAO as to the extent requested by SAAO of the status of remedial efforts being undertaken with respect to such performance level failure; and
- d) Take preventive measures to prevent the recurrence of the performance level failure.
- e) In the event of the non-performance as per the agreed contract, SAAO will appoint an alternative provider at the cost of the appointed bidder. The defaulting appointed bidder is obliged to settle the damages/additional costs that SAAO has incurred as result of the non-performance of the appointed bidder.

STATEMENT OF PERFORMANCE LEVELS

Performance being Measured	Measurement Methodology	Penalty and Trigger Level
The completion of Garden Services to the required standard as per the specifications.	Completion of work as per the agreed standards, programme and timeline.	The penalty as per clause GCC22 will be applied.
Personal Protective Equipment and Clothing.	Contractors employees must wear the correct Personal Protective Equipment and Clothing (PPE&C) at all times.	Staff failing to wear the required PPE will be prohibited from working on site.
Health & Safety Administration.	A Contractors' Obligation Form must be completed Annexure A (58-62) must be completed prior to compulsory induction by SHE department.	To be submitted with the RFQ.
Safety File	Submission Date	Prior to commencement of work

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)
Provide proof of public liability cover of a minimum R 500 000.00	M
Valid proof of registration with the South African Landscapers Institute (SALI)	M
Company Profile showing at least 5 years' experience in Grounds maintenance	M

Valid Certificate of Good Standing (COIDA)	M
Proof of address - utility bill or valid lease of agreement, Office to be max 50kms from Observatory - subject to visitation	M
Three reference letters on clients letter head not older than 5 years for same service rendered as required by this RFQ	M
Provide List of project completed with duration, value and organization	
Safety, Health and Environmental policy	M
Construction project grading with CIDB of 2SH or higher.	M
Inventory list of machinery & equipment	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

ITEM NO.	DESCRIPTION	QTY	RATE	TOTAL
1	Contract manager (skilled and knowledgeable on Horticulture / equivalent) Monday to Friday 8 hour shift as and when required	Hr		
2	Site Supervisor Monday to Friday 8 hour shift	Hr		
3	Site Supervisor Saturday	Hr		
4	Site Supervisor Sunday	Hr		
5	Groundsman Monday to Friday 8 hour shift	Hr		
6	Groundsman Saturday	Hr		
7	Groundsman Sunday	Hr		
8	General worker Monday to Friday 8 hour shift	Hr		
9	General worker Saturday	Hr		
10	General worker Sunday	Hr		
11	Materials/tools/equipment/service s mark up on cost	%		
	SUB-TOTAL			R
	VAT (15%)			R
	TOTAL PRICE			R

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 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 with any person who is employed by the procuring institution? YES/NO

2.2.1 If so, furnish particulars:

.....

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

- 2.3 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.
- 3.5 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

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.

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

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

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

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
- ☐ 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:

.....

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.saa.ac.za/tenders/>

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: