



REQUEST FOR QUOTATION FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE 16-INCH MACBOOK PRO-SPACE GRAY OR EQUIVALENT AND SOFTWARE TO THE UNEMPLOYMENT INSURANCE FUND

RFQ NUMBER : RFQ0004377
DATE ISSUED : 20 June 2025
CLOSING DATE AND TIME : 14 July at 11h00
RFQ VALIDITY PERIOD : 90 Calendar days

TENDER BOX ADDRESS : Unemployment Insurance Fund
ABSA TOWERS
Ground Floor
230 Lillian Ngoyi Street
Pretoria
0002

HARDWARE	
1. Model Description	MacBook Pro 16 inch M2 with Mac OS or equivalent (X2)
2. Multi-port	Moov 12-inch Multiport Hub Space Grey (2)
3. Color	Space Grey
4. Memory	32 GB Unified memory
5. Storage	1 TB SSD
6. Size	16 inch
7. Display	16 inch display with true tone
8. Processor	Apple m2 max chip. 8-core CPU or equivalent



9. Wireless	802.11ax Wi-Fi 6 wireless networking IEEE 802.11a/b/g/n/ac compatible Built-In Cellular connectivity (5G if available)
10. Bluetooth	Bluetooth 5.0 wireless technology
11. Warranty	Support for warranty for the OEM recommended period.
12. Maintenance	Maintenance for a period of 3 years.

SOFTWARE	
1. (Renewable Licence – 3 years)	Microsoft office for Mac OS (x3)
	Adobe Masters collection (x3)
	Adobe Stock Images (x3)
2. Installing and setup	The following are required: <ul style="list-style-type: none">✦ Installation of software including outlook.✦ Printer setup, and✦ Internet connection.

ACCESSORIES	
12. Backpack	Pipetto MacBook 16 inch Classic – Black or equivalent (x2)
13. Mouse	Apple magic mouse or equivalent (X2)
14. External Hard Disk Drive	500 GB (x2)



15. External CD Drive

Apple CD/DVD Writer or equivalent (x1)

Table 4

Bidders must submit all documents and information as per the table below. In order to avoid disqualification, it is imperative that bidders **MUST** familiarise themselves with the notes at the bottom of the table.

Documents that must be submitted	Non-submission will result in disqualification	
Terms of Reference (TOR) / Specification Document		
Invitation to Bid – SBD 1 (Annexure A)		Fully Complete and sign the supplied pro forma document
• SBD 3.1 Pricing Schedule (Annexure B)		Bidders must Indicate the total quotation price (inclusive of all applicable taxes) SBD 3.1.
Declaration of Interest – SBD 4 (Annexure C)		Fully Complete and sign the supplied pro forma document.
Preference Point Claim Form – SBD 6.1 (Annexure D)		Fully Complete and sign the supplied pro forma document. Bidders must also indicate the specific goal points claimed under Table 1 of the SBD 6.1 form.



Documents that must be submitted		Non-submission will result in disqualification
Registration on Central Supplier Database (CSD) Attach proof of registration		<p>The bidders must be registered as service providers on the Central Supplier Database (CSD). Bidders who are not registered must proceed to complete the registration of your company prior to submitting your RFQ.</p> <p>Visit https://secure.csd.gov.za/ to obtain your vendor number.</p> <p>The proof is the registration certificate received from the CSD indicating the unique vendor number issued.</p>
Tax Compliance Status PIN		<p>Bidders must provide a tax compliance status PIN or the MAAA number obtainable when registering on the CSD in order for the Fund to verify the tax status of all bidders who submitted the quotations.</p>
<ul style="list-style-type: none">• Valid B-BBEE certificate or sworn affidavit (where applicable)		



1. GENERAL CONDITIONS OF CONTRACT

Any award made to a bidder(s) under this bid is conditional, amongst others, upon:

- 1.1 The bidder(s) accepting the terms and conditions contained in the General Conditions of Contract (refer to **Annexure G**) as the minimum terms and conditions upon which the Fund is prepared to enter into a contract with the successful bidder(s); and
- 1.2 By submitting a proposal, a bidder accepts the conditions as contained in the General Conditions of Contract (**Annexure G**).

2. CONTRACT PRICE ADJUSTMENT/ANNUAL ESCALATION

Annual escalations should be CPI related as published by Stats SA and other legislative taxes.

3. SERVICE LEVEL AGREEMENT / CONTRACT

- 3.1 Upon award of the tender, the Fund and the successful bidder(s) will conclude a contract / service level agreement regulating the specific terms and conditions applicable to the goods and/or services being procured by the Fund.
- 3.2 The bid specifications of this bid will form an integral part of the contract / service level agreement tender document and therefore bidders must clearly indicate in their proposals whether the specific goods and/or services offered are according to specification or not.

4. SPECIAL CONDITIONS OF THIS BID

The Fund reserves the right:

- 4.1 not to award or to cancel this bid (i) should there be no longer a need for the goods/services; (ii) funds are no longer available to cover the total envisaged expenditure; (iii) no acceptable bid is received; and (iv) there is a material irregularity in the tender process.



- 4.2 to negotiate a market-related price with a bidder in accordance with the provisions of the UIF's SCM Policy provisions.
- 4.3 to accept part of a tender rather than the whole tender.
- 4.4 to carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the Bid.
- 4.5 to correct any mistakes at any stage of the tender that may have been in the Bid documents or occurred at any stage of the tender process;
- 4.6 to conduct Financial Analysis only on the recommended bidder(s) after completion of the pricing and specific goal evaluation stage. In this regard bidders are referred to paragraph 16.5 of this bid which outlines the financial documentation required from bidders.
- 4.7 not to award the tender to the bidder whose financial matters are not in order.
- 4.8 award to multiple bidders to spread the risk.

5. THE FUND REQUIRES BIDDER(S) TO DECLARE

In the Bidder's Technical response, bidder(s) are required to declare the following:

Confirm that the bidder(s) is to –

- 5.1 act honestly, fairly, and with due skill, care and diligence, in the interests of the Fund;
- 5.2 have and employ effectively the resources, procedures and appropriate technological systems and equipment for the proper performance of the services;
- 5.3 act with circumspection and treat the Fund fairly in a situation of conflicting interests;
- 5.4 comply with all applicable statutory or common law requirements applicable to the conduct of business;



- 5.5** make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with the Fund;
- 5.6** avoidance of fraudulent and misleading advertising, canvassing and marketing;
- 5.7** conduct their business activities with transparency and consistently uphold the interests and needs of the Fund as a client before any other consideration; and
- 5.8** to ensure that any information acquired by the bidder(s) from the Fund will not be used or disclosed unless the written consent of the client has been obtained to do so.

6. CONFLICT OF INTEREST, CORRUPTION AND FRAUD

The Fund reserves its right to disqualify any bidder who either itself or any of whose members (save for such members who hold a minority interest in the bidder through shares listed on any recognised stock exchange), indirect members (being any person or entity who indirectly holds at least a 15% interest in the bidder other than in the context of shares listed on a recognised stock exchange), directors or members of senior management, whether in respect of the Unemployment Insurance Fund or any other government organ or entity and whether from the Republic of South Africa or otherwise ("Government Entity") -

- 6.1** engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid;
- 6.2** seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- 6.3** makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of the Fund's officers, directors, employees, advisors or other representatives;



- 6.4 makes or offers any gift, gratuity, anything of any value or other inducement, to any Government Entity's officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- 6.5 accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a Government Entity;
- 6.6 pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity;
- 6.7 has in the past engaged in any matter referred to above; or
- 6.8 has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such bidder, member or director's name not specifically appearing on the List of Tender Defaulters kept at National Treasury.

Furthermore, a tenderer may be considered to have a conflict of interest with one or more parties in this tendering process, if:

- (a) they have a controlling partner/majority shareholder in common; or
- (b) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the tender/proposal of another tenderer, or influence the decisions of the UIF regarding this bidding process.

A Tenderer must not have a conflict of interest. All Tenderers found to have a conflict of interest shall be disqualified.



7. MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

- 7.1** The bidder should note that the terms of this bid will be incorporated in the proposed contract with the successful bidder by reference, and that the Fund relies upon the bidder's response to this bid as a material representation in making an award to a successful bidder and in concluding an agreement with the bidder.
- 7.2** It follows therefore, that misrepresentations in a bid response / proposal may give rise to service termination and a claim by the Fund against the bidder notwithstanding the conclusion of the Service Level Agreement between the Fund and the bidder for the provision of the service in question. In the event of a conflict between the bidder's proposal and the Service Level Agreement concluded between the parties, the Service Level Agreement will prevail.

8. PREPARATION COSTS

The bidder will bear all its costs in preparing, submitting and presenting any response or proposal to this bid and all other costs incurred by the bidder throughout the tender process. Furthermore, no statement in this bid will be construed as placing the Fund, its employees or agents under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the bidder in the preparation of their response to this bid.

9. INDEMNITY

If a bidder breaches the conditions of this bid and, as a result of that breach the Fund incurs costs or damages (including, without limitation, the cost of any investigations, procedural impairment, repetition of all or part of the bid process and/or enforcement of intellectual property rights or confidentiality obligations), then the bidder indemnifies and holds the Fund harmless



from any and all such costs which the Fund may incur and for any damages or losses the Fund may suffer.

10. PRECEDENCE

This document will prevail over any information provided during any briefing session whether oral or written, unless such written information provided, expressly amends this bid document by reference.

11. LIMITATION OF LIABILITY

A bidder participates in this bid process entirely at its own risk and cost. The Fund shall not be liable to compensate a bidder on any grounds whatsoever for any costs incurred or any damages suffered as a result of the bidder's participation in this bid process.

12. TAX COMPLIANCE

No tender shall be awarded to a bidder who is not tax compliant. The Fund reserves the right to withdraw an award made, or cancel a contract concluded with the successful bidder in the event that it is established that such bidder was in fact not tax compliant at the time of the award, or whose verification against the Central Supplier Database (CSD) proves to be non-compliant. It remains the duty of a successful bidder to remain tax compliant for the full duration of the contract.

13. NATIONAL TREASURY - PROHIBITED BIDDERS

No tender shall be awarded to a bidder whose name (or any of its members, directors, partners or trustees) appears on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. The Fund reserves the right to withdraw an award, or cancel a contract concluded with a bidder should it be



established, at any time, that a bidder has been blacklisted with National Treasury by another government institution.

14. GOVERNING LAW

South African law governs this bid and the bid response process. The bidder agrees to submit to the exclusive jurisdiction of the South African courts in any dispute of any kind that may arise out of or in connection with the subject matter of this bid, the bid itself and all processes associated with the bid.

15. RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL

A bidder is responsible for ensuring that its personnel (including agents, officers, directors, employees, advisors and other representatives), its sub-contractors (if any) and personnel of its sub-contractors comply with all terms and conditions of this bid. In the event that the Fund allows a bidder to make use of sub-contractors, such sub-contractors will at all times remain the responsibility of the bidder and the Fund will not under any circumstances be liable for any losses or damages incurred by or caused by such sub-contractors. However, the successful bidder may not change sub-contracting arrangements for the duration of the contract period without the explicit written approval of the Fund.

16. CONFIDENTIALITY

Except as may be required by operation of law, by a court or by a regulatory authority having appropriate jurisdiction, no information contained in or relating to this bid or a bidder's tender(s) will be disclosed by any bidder or other person not officially involved with the Fund's examination and evaluation of a Tender.

No part of the bid may be distributed, reproduced, stored or transmitted, in any form or by any means, electronic, photocopying, recording or otherwise, in whole or in part except for the



purpose of preparing a Tender. This bid and any other documents supplied by the Fund remain proprietary to the Fund and must be promptly returned to the Fund upon request together with all copies, electronic versions, excerpts or summaries thereof or work derived there from.

Throughout this bid process and thereafter, bidders must secure the Fund's written approval prior to the release of any information that pertains to (i) the potential work or activities to which this bid relates; or (ii) the process that follows this bid. Failure to adhere to this requirement may result in disqualification from the bid process and civil action.

No confidential information relating to the process of evaluating or adjudicating tenders or appointing a bidder will be disclosed to a bidder or any other person not officially involved with such process.

17. THE FUNDS PROPRIETARY INFORMATION

Bidders must on their bid cover letter make a declaration that they did not have access to any of the Fund's proprietary information or any other matter that may have unfairly placed that bidder in a preferential position in relation to any of the other bidders.



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Department:
Employment and Labour
REPUBLIC OF SOUTH AFRICA



Annexure A

SBD 1

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)

RFQ NUMBER:	RFQ0004377	CLOSING DATE:	14JULY 2025	CLOSING TIME:	11H00
DESCRIPTION	REQUEST FOR QUOTATION FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE 16-INCH MACBOOK PRO-SPACE GRAY AND SOFTWARE TO THE UNEMPLOYMENT INSURANCE FUND				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

Unemployment Insurance Fund

ABSA TOWERS
Ground Floor
230 Lillian Ngoyi Street
Pretoria
0002

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	Busisiwe Mahlangu	CONTACT PERSON	Sipho Ntuli
TELEPHONE NUMBER	012 337 1696 / 067 425 9625	TELEPHONE NUMBER	012 3371804/ 072 645 1362
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	N/A
E-MAIL ADDRESS	busisiwe.mahlangu2@labour.gov.za	E-MAIL ADDRESS	sipho.ntuli@labour.gov.za

SUPPLIER INFORMATION



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NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		RE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					



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Annexure B

PRICING SCHEDULE

SBD 3.1

NAME OF BIDDER:..... RFQ NO.: 0004377

CLOSING TIME 11:00

CLOSING DATE: 14 JULY 2025

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

ITEM	DESCRIPTION	BID PRICE IN RSA CURRENCY	
ITEM	ITEM DESCRIPTION	UNIT PRICE (Incl. VAT and all other applicable taxes)	TOTAL
1. Model Description	<ul style="list-style-type: none">MacBook Pro 16 inch M2 with Mac OS or equivalent (X2)		R
2. Multi-port	Moov 12-inch Multiport Hub Space Grey <ul style="list-style-type: none">(2)		R
3. Color	Space Grey		R
4. Memory	32 GB Unified memory		R
5. Storage	1 TB SSD		R
6. Size	16 inch		R
7. Display	16 inch display with true tone		R
8. Processor	Apple m2 max chip. 8-core CPU or equivalent		R



9. Wireless	802.11ax Wi-Fi 6 wireless networking IEEE 802.11a/b/g/n/ac compatible Built-In Cellular connectivity (5G if available)		R
10. Bluetooth	Bluetooth 5.0 wireless technology		R
11. Warranty and Maintenance.	Support for warranty for the OEM recommended period.		
	Maintenance for a period of 3 years.		R
Total Amount including (VAT)			R
SOFTWARE			
1. (Renewable Licence - 3 years)	Microsoft office for Mac OS (x3)		R
	Adobe Masters collection (x3)		R
	Adobe Stock Images (x3)		R
2. Installing and setup	The following are required: <ul style="list-style-type: none"> • Installation of software including outlook. • Printer setup, and • Internet connection. 		R
Total Amount including (VAT)			
ACCESSORIES			



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12. Backpack	Pipetto MacBook 16 inch Classic – Black (x2)		R
13. Mouse	Apple magic mouse or equivalent (X2)		R
14. External Hard Disk Drive	500 GB (x2)		R
15. External CD Drive	Apple CD/DVD Writer or equivalent (x1)		R
Total Amount including (VAT)			
Grand Total including (VAT)			

NO **(ALL APPLICABLE TAXES INCLUDED)

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

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State Institution

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

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

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

2.2.1 If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature	Date
.....
Position	Name of bidder

Allocation of Specific goals to the bidders:

- (i) Based on the 80/20 criteria for the 20 points allocation.

Allocation	Black woman Equity ownership	Black Youth Equity ownership	Companies complying with the elements of BBBE (1-8)	Black Disability Equity ownership
Based on the 80/20 criteria for the 20 points allocation.	1 – 20% = 1	1 – 20% = 1	5	51-100% =1
	21 – 40% = 3	21 – 40% = 2		
	41 – 60 % = 4	41 – 60 % = 3		
	61 – 80 % = 6	61 – 80 % = 4		
	81 – 99% = 7	81 – 99% = 5		
	100 % = 8	100 % = 6		
Total Points = 20	8	6	5	1

- (ii) Based on the 90/10 criteria for the 10 points allocation.

Allocation	Black woman Equity ownership	Black Youth Equity ownership	Companies complying with the elements of B-BBEE (1-8)	Disability Equity ownership
Based on the 90/10 criteria for the 10 points allocation.	0 – 50% = 0	0 – 50 % = 0	2	51-100% = 1
	51-99% =3	51 – 99 % = 2		
	100% - 4	100 % = 3		
Total Points = 10	4	3	2	1

Note: For the purpose of obtaining evidence to be submitted by bidders for all RFQ and Tenders, it must be noted that the percentage for points allocation for woman, youth, black people and disability will be calculated based on the CIPC and CSD Detailed Summary Reports. Therefore, all bidders will be required by the fund to submit all the necessary documents in order to comply with the bidding requirements.

Furthermore, bidders are required to furnish the fund with the supporting proof from a medical doctor or any institution that are certified to prove disability in order to ensure that bidders obtains maximum points. Failure to submit authentic evidence will lead to disqualification, further investigation and possible contravention with the Prevention

and Combating of Corrupt Activities Act; the Criminal Procedure Act (section 269A theft; fraud; extortion); the Public Administration Management Act.

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

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

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

1. GENERAL CONDITIONS

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

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

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

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the **90/10** preference point system.
- b) The applicable preference point system for this tender is the **80/20** preference point system.
- c) Either the **90/10 or 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	20
SPECIFIC GOALS	80
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 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20	or	90/10
$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) \text{ or } Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$		

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 or 90 points is allocated for price on the following basis:

$$\begin{array}{ccc} 80/20 & \text{or} & 90/10 \\ P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) & \text{or} & P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) \end{array}$$

Where

- P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Black women		8		
Black youth		6		
Black disability		1		
Companies complying with the elements of B_- BBEE (1-8)		5		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One-person business/sole propriety

Close corporation

Public Company

Personal Liability Company

(Pty) Limited

Non-Profit Company

State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

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