OUR REF	RFQ 202137
ENQUIRIES	Ntobeko Mweli
TELEPHONE	012 428 6691
DATE	05 November 2026

RFQ 202137: APPOINTMENT EXPERIENCED AND ACCREDITED SERVICE PROVIDERS TO SUBMIT QUOTATIONS FOR THE IMPLEMENTATION OF A LEARNERSHIP PROGRAMME FOR 24 UNEMPLOYED PERSONS WITH DISABILITIES.

Dear Bidder

The South African Bureau of Standards (SABS)

The details of the service to be provided below

Please note the following:

- Scope of services specified on **page 3**
- Closing date specified on **page 4**
- SABS Procurement terms and conditions (accessed on the sabs website)
- **Bidders must submit the following documents with the quotations:**
  - National Treasury Central Supplier Database (CSD) registration report
  - A valid copy of BBBEE certificate/ Sworn Affidavit (to claim specific goals)
  - SBD 4 Bidders Disclosure Form
  - SBD 6.1 Preference points claim form in terms of the Preferential Procurement Regulations 2022
  - Non- Disclosure agreement
  - General conditions of contract (GCC)

1. **Background**

The SABS is a statutory body established in term of Standards Act, 1945 (Act No. 24 of 1945) and continues to operate in terms of the Standards Act, 2008 (Act No. 8 of 2008) as the national standardization institution in South Africa, mandated to:

- develop, promote and maintain South African National Standards;
- promote quality in connection with commodities; and
- render conformity assessment services and matters connected therewith.

2. **Request for Quotation (RFQ)**

This RFQ serves as an invitation to submit bids to **repair and commission a 2800KVA electric transformer at Groenkloof site**, subject to the SABS Standard Terms and Conditions, of which a copy is available on **www.sabs.co.za, accessible through the link: https://www.sabs.co.za/Procurement/proc_toc.asp**

The Bidder is requested to supply its quotation, in writing, by the date specified. Should the Bidder require any clarification, the clarification should be submitted by e-mail to the Procurement Specialist identified in this document.

By submitting a quotation in response to this RFQ or participating in this RFQ process, the Bidder accepts that it is subject to and bound by all the terms and conditions contained in this RFQ document.

3. **Confidentiality**

This document may not be used for any purpose by the Bidder other than for developing their response to it, and all reasonable efforts must be taken by the Bidder to ensure confidentiality of any information provided. This document and any other information of a confidential nature provided to the Bidder during the course of RFQ process are and will be covered by the non-disclosure agreement to be signed between the SABS and the Bidder.

4. **No Contract**

Bidders shall note that this RFQ does not commit the SABS to any course of action resulting from the receipt of quotations and the SABS may, at its discretion reject any submission which does not conform to instructions and specifications which are contained herein or select a Bidder based upon its own unique set of criteria. The SABS also reserves the right not to select a bidder.

Nothing in this document shall be construed as a contract between the SABS and the Bidder, and no communication, whether verbal or written, by the SABS personnel or agents during the course of this process shall create such a contract in respect of the requirements specified in this RFQ.

5. **No Obligation to Proceed**

The SABS reserves the right to discontinue the RFQ evaluation process at any time and will not be responsible for any losses incurred by the Bidder as a result of discontinuance of the RFQ process

6. **Validity of Proposals**

The Bidder's quotation shall remain valid for a period of one hundred and twenty (120) days from the closing date. The SABS may at any time prior to the expiry of the bid validity period, extend the above validity period by sixty (60) days by written notice to the Bidders. In that event, the SABS will not require any consent from the Bidders, and bidders will not be required or permitted to amend any of their quotations.

The SABS retains the right, but is under no obligation, to request Bidders to extend the validity periods of their quotations, prior to expiry thereof, if it has already invoked the extension referred to above and it is in the SABS' interest to further extend the bid validity period. Such request shall be in writing. The Bidder is not obliged to extend the validity period. Also, bidders will not be required or permitted to amend any of their quotations.

7. Scope of work

The appointed service provider will be required to manage the end-to-end implementation of the learnership programme for 24 unemployed persons with disabilities.

The service provider must:

- Recommend an appropriate learnership/qualification that meets applicable accreditation and B-BBEE Skills Development requirements.
- Recommend the appropriate learner profile and selection criteria to maximise legitimate recognition against the B-BBEE Skills Development element.
- Recruit and/or assist SABS with the identification and selection of **24 eligible unemployed persons with disabilities**.
- Verify learner eligibility and maintain the required supporting documentation.
- Register learners on the approved learnership with the relevant SETA/QCTO or applicable quality assurance body.
- Deliver the theoretical component of the programme.
- Facilitate and coordinate workplace-based learning.
- Provide appropriately qualified facilitators, assessors and moderators.
- Conduct assessments and moderation in accordance with the requirements of the qualification.
- Monitor learner attendance, participation and progress.
- Provide learner support throughout the programme.
- Identify and facilitate reasonable accommodation requirements for learners with disabilities, where applicable.
- Provide accessible learning materials and appropriate learner support.
- Manage learner administration and programme documentation.
- Provide regular progress reports to SABS.
- Facilitate certification following successful completion of the programme.
- Provide all supporting documentation required for **B-BBEE Skills Development reporting and**
- **verification**.

LEARNER PROFILE

The programme will cater for:

Number of learners: 24
Employment status: Unemployed
Target group: Persons with disabilities
Programme type: Accredited Learnership
Programme duration: To be proposed by the service provider based on the selected qualification.
The service provider must clearly indicate the entry requirements and eligibility criteria applicable to the recommended learnership.

B-BBEE SKILLS DEVELOPMENT REQUIREMENTS

The programme is intended to contribute towards SABS's performance against the **B-BBEE Skills Development element**.
Based on advice received, the intervention is anticipated to contribute **6 points towards the Skills Development scorecard**, subject to compliance with the applicable requirements and verification.
The service provider must therefore demonstrate an understanding of the applicable B-BBEE Skills Development requirements and advise SABS on the optimal structuring of the intervention.

The service provider will be required to confirm:

- The B-BBEE recognition applicable to the proposed learnership;
- The appropriate learner eligibility and demographic criteria;
- The applicable learning programme category;
- Qualifying Skills Development expenditure;
- Documentation required for verification;
- Any completion or absorption requirements applicable to the programme; and
- The anticipated contribution of the intervention towards the SABS B-BBEE Skills Development scorecard.

All recommendations must be supported by the applicable B-BBEE requirements.

DISABILITY INCLUSION AND REASONABLE ACCOMMODATION

As the programme specifically targets persons with disabilities, the service provider must demonstrate its ability and experience in supporting learners with disabilities.
The service provider must make provision for reasonable accommodation where required. This may include accessible training venues, accessible learning materials, assistive technology or devices and other appropriate learner support.
The service provider must indicate in its proposal how disability inclusion and reasonable accommodation will be managed throughout the programme.

DELIVERABLES
The successful service provider will be expected to deliver, at minimum:

1. Recommended learnership/qualification and implementation plan.
2. Learner selection and eligibility criteria.
3. 24 eligible unemployed persons with disabilities enrolled on the programme.
4. Learner agreements and relevant registration documentation.
5. Proof of registration with the relevant SETA/QCTO or applicable body.
6. Training and learning materials.

7. Theoretical and workplace-based learning.
8. Assessment and moderation.
9. Monthly/quarterly learner progress reports.
10. Attendance and learner performance records.
11. Reasonable accommodation support, where required.
12. Learner completion records.
13. Certificates or statements of results, as applicable.
14. Close-out report on completion of the programme.
15. Complete supporting evidence required for B-BBEE verification.

SERVICE PROVIDER REQUIREMENTS

Service providers must provide evidence of:

- Relevant accreditation for the proposed learnership/qualification;
- Registration/accreditation with the relevant SETA, QCTO or applicable quality assurance body;
- Experience in implementing learnership programmes;
- Experience in managing programmes for persons with disabilities;
- Qualified facilitators, assessors and moderators;
- Capacity to administer and monitor a programme of this nature;
- Understanding of B-BBEE Skills Development requirements; and
- Ability to provide the necessary documentation for B-BBEE verification.

The proposal should include references for similar programmes previously implemented.

FINANCIAL IMPLICATIONS / PRICING

Service providers must provide a detailed cost breakdown indicating, where applicable:

- Cost per learner;
- Training and facilitation costs;
- Registration costs;
- Assessment and moderation costs;
- Learning materials;
- Learner administration;
- Learner support;
- Reasonable accommodation costs;
- Learner stipends, where applicable;
- Certification costs;
- Project management costs; and
- Any other programme-related costs.

PROPOSAL REQUIREMENTS

The service provider's proposal must include:

- Company profile;
- Proposed learnership and qualification details;
- Accreditation details;
- Proposed implementation methodology;
- Programme duration and implementation schedule;

- Learner recruitment and selection methodology;
- Approach to supporting persons with disabilities;
- Approach to reasonable accommodation;
- B-BBEE Skills Development alignment and anticipated recognition;
- Project management and reporting methodology;
- Previous experience and references;
- Detailed pricing; and
- All relevant supporting documentation.

MONITORING AND REPORTING

The appointed service provider will be required to provide regular reports covering learner registration, attendance, assessments, progress, learner support, reasonable accommodation, workplace exposure and programme completion.
The service provider must ensure that all required documentation is maintained and submitted to SABS for **B-BBEE reporting, audit and verification purposes**.

EXPECTED OUTCOME

The expected outcome is the successful implementation and completion of an accredited learnership programme for **24 unemployed persons with disabilities**, resulting in recognised skills development and improved employability of participating learners.
The programme is further expected to support SABS's transformation and disability inclusion objectives and contribute **6 points towards the B-BBEE Skills Development scorecard**, subject to compliance with applicable requirements and successful B-BBEE verification.

8. Mandatory Requirements

- Proof of valid Registration/accreditation with the relevant SETA, QCTO or applicable quality assurance body, covering the proposed qualification and delivery scope.

9. Functionality Evaluation

	Selection Criteria		
	Functionality will be measured on a scale of 1-5, Very Poor:1, Poor:2, Average:3, Good:4, Excellent:5	**sub weight**	**Weight**
1	**Company Experience**		
	The bidder(s) provided detailed company information (preferably a company profile) detailing its years of experience in the implementation of accredited learnerships programmes, including learner recruitment, training, assessment and programme completion.		
	No relevant experience	0	
	>1≤2 Years of experience	1	
	>2≤3 Years of experience	2	25%

	>3≤4 Years of experience	3	
	>4≤5 Years of experience	4	
	>5 Years of experience	5	
2	**Project Management Monitoring & Reporting Capacity**		
	Bidder to demonstrate their capacity to administer and monitor the programme effectively. Bidder to provide project team structure, roles and responsibilities, sample progress reports and monitoring arrangements.		
	No adequate evidence	0	
	Basic project management arrangements	1	
	Project Manager with limited evidence of project team structure and reporting arrangements	2	
	Project Manager and reporting arrangements, but limited supporting evidence	3	
	Dedicated project manager, defined project team and reporting template, with limited monitoring arrangements	4	
	Dedicated project manager, defined project teams, reporting templates and monitoring arrangements	5	25%
3	**Programme Outline or Methodology**		
	Bidders must submit a comprehensive implementation plan demonstrating their ability to deliver the programme successfully. The methodology must address recruitment, screening and selection of unemployed learners with disabilities, learners support/reasonable accommodation, learners' registration, SETA/QCTO administration, delivery of theoretical and practical training, workplace-based learning arrangements, assessments, moderation and certification processes, administering and monitoring, reporting, programme schedule and timelines, etc)		
	No plan and methodology provided	0	
	Programme outline or methodology not adequate (does not include all the required parts as per the scope of work)	3	
	Comprehensive implementation plan and methodology fully meets the requirements	5	30%
4	**References**		
	Bidders must provide contactable reference letters from current and/or recent clients Not older than (5) years demonstrating their successfully implementation of accredited learnerships programmes. The reference letter must be on company letterhead, and must include the following: **•Description of the services provided for the client & indicate the nature of the learnership programme implemented.** **•Client Name** **•Contact Person** **•Contact Details**		
	No Contactable reference letters provided	0	
	1 Relevant and Contactable reference	1	
	2 Relevant and Contactable reference letters	2	
	3 Relevant and Contactable reference letters	3	
	4 Relevant and Contactable reference letters	4	
	5 or more Relevant and Contactable reference letters	5	
			20%
Minimum threshold is 70%			100%

10. Timelines

MILESTONES	DATE AND E-MAIL ADDRESS
Closing Date and Time **No late submissions will be accepted.**	**09 November 2026 at 11:00 am**

Method of submission. **Proposals/Bids submitted via a link and/or "we transfer" will not be accepted.**	Responses should be submitted via email Ntobeko.Mweli@sabs.co.za **It is the Bidder's responsibility to ensure that the quotation is received on time by SABS.**

11. Preference Points

Only Bidders who meet the mandatory requirements will be evaluated further on 80/20 preference points system of 2022. (Pricing and Specific Goal)

12. Quotation

The quotation should but not limited to the following:

- All inclusive of VAT
- Transportation cost (If applicable)
- Disbursement
- Fixed price, where foreign currencies are involved, bidders should make provision for forward cover.

13. Contact information

All enquiries regarding this RFQ must be e-mailed/directed to Ntobeko.Mweli@sabs.co.za and **012 428 6691**. Bidders must not contact any other SABS' personnel regarding this RFQ, as it may lead to the Bidder's disqualification. Also note that any canvassing by Bidders/Suppliers regarding this RFQ will result in disqualification.

14. Advance payment

The SABS will not make an upfront or advance payment to a successful Bidder. Payment will only be made in accordance to the delivery of service or goods that will be agreed upon by the SABS and the successful Bidder.

15. Responsibility for costs

Under no circumstances shall the SABS be responsible for any of the Bidder's costs associated with the preparation and/or submission of its quotation, including any costs incurred by the Bidder prior to the signature, by both parties, of an agreement resulting from a successful bid.

16. Bidder's contractual terms

The SABS will not be bound by any legal or contractual terms as may be included in the Bidder's quotation, in response to this RFQ.

SBD 4

ANNEXURE B- 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:

……

……

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**

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.

2.3.1 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 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.

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.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2022/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

…… ……

Signature Date

…… ……

Position Name of bidder

ANNEXURE C - NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made BETWEEN

The South African Bureau of Standards (SABS), an Public Entity that continues to exist in terms of section 3 of the Standards Act 2008, whose principle place of business is at 1 Dr Lategan Road, Groenkloof, Pretoria, 0001, South Africa.

AND _____("the Supplier") whose registered office is at _____

_____

(Hereinafter referred to as the "parties")

WHEREAS in the course of discussions and/or negotiations with the South African Bureau of Standards, the Supplier has received or may receive in future information relating to this **RFQ 201921** for the South African Bureau of Standards and other related information hereinafter referred to as "Confidential Information".

In consideration of the Supplier to-which the South African Bureau of Standards or any person affiliated with it, including its subsidiary, agent, representative(s) or such related entity may provide Confidential Information in connection with such discussions and/or negotiations to. Therefore the parties wish to agree as follows:

1. The Supplier will maintain strictly secret and confidential all information relayed or transmitted to it in any manner or form and will not divulge any part of the Confidential Information directly or indirectly to any person, firm or entity (other than such of its employees who have a need to know the Confidential Information for the purposes of fulfilling the Supplier's obligation to the South African Bureau of Standards.

2. The Supplier shall not make copies of the Confidential Information or otherwise disseminate any of the Confidential Information (except as may be required to fulfil specific obligations towards South African Bureau of Standards) without South African Bureau of Standards express prior written consent.

3. This agreement applies to information whether or not such information is marked as or appears to be confidential and whether or not such information is of commercial use to South African Bureau of Standards or any other party.

4. This agreement shall not apply to information which:-

(a) the Supplier can show had been lawfully received by it prior to disclosure under this agreement.
(b) is in the public domain or becomes so otherwise than through breach of this agreement;
(c) was disclosed to the Supplier by a third party who was under no obligation of confidence in respect thereof;

5. The South African Bureau of Standards retains ownership of Intellectual property rights on all material and processes relating to the service provided for and on its behalf by the supplier.

6. The Supplier shall observe its obligations under this agreement until expiry of a period of 12 months from the date of signature.

IN WITNESS WHEREOF the parties hereto have executed this agreement in duplicate.

For the Bidder

Signed at…….. on this……day of ……2026

Signed on behalf of the Supplier, duly authorised thereto..... (signature)

..... (name) ..... (title)

Witness 1. ……..

Witness 2. ……

For the SABS

Signed at…….. on this……day of ……2026

On behalf of the SABS, duly authorised thereto..... (signature)

..... (name) ..... (title)

Witness 1. ……..

Witness 2. ……..

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.

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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**

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

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 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**

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right) \text{ or } \quad Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

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:

80/20 **or** **90/10**

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right) \text{ or } \quad Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)$$

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:

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. Bidders that do not claim points will be allocated 0 points.

(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.*)**

Specific Goal	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)
Persons historically disadvantaged on the basis of race	100% black ownership		10		
	75% - 99% black ownership		8		
	60% - 74.99% black ownership		6		
	51% - 59.99% black ownership		4		
	1% - 50.99% black ownership		2		
	0% black ownership		0		
Persons historically disadvantaged on the basis of gender	100% black women ownership		6		
	51% - 99% black women ownership		4		
	1% - 50.99% black women ownership		2		
	0% black women ownership		0		
Persons historically disadvantaged on the basis of disability	100% owned by persons living with disabilities		4		
	51% - 99% owned by persons living with disabilities		2		
	0% - 50.99% owned by persons living with disabilities		0		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm……

4.4. Company……

4.5. registration number: …….

4.6. 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]

4.7. 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:	…… …… …… ……