OUR REF	RFQ 202173
ENQUIRIES	Ntobeko Mweli
TELEPHONE	012 428 6691
DATE	17 November 2026

RFQ 202173: APPOINTMENT OF OCCUPATIONAL MEDICAL PRACTITIONER/DOCTOR TO PROVIDE HOLISTIC MANAGEMENT OF THE OCCUPATIONAL HEALTH CENTRE AND SABS MEDICAL SURVEILLANCE PROGRAMME AT SABS.

Dear Bidder

The South African Bureau of Standards (SABS) hereby invites suitably qualified service providers **Appointment of occupational medical practitioner/doctor to provide holistic management of the occupational health centre and sabs medical surveillance programme at 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 9**
- 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

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 provide holistic management of the Occupational Health Centre and SABS Medical Surveillance Programme**, 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

SABS requires an Occupational Medical Practitioner/Doctor to take full management of the Occupational Health Centre and SABS Medical Surveillance Program as required by the OHS Act (Section 8) and Health Act (Section 6). The Occupational Medical Practitioner/Doctor will be accountable for the holistic management and activities of the Occupational Health Centre.

SABS requires an Occupational Medical Practitioner/Doctor to provide holistic management of the Occupational Health Centre and SABS Medical Surveillance Programme in accordance with the Occupational Health and Safety Act, 85 of 1993, and all applicable occupational health legislation, regulations, standards and other statutory requirements. The Occupational Medical Practitioner/Doctor shall ensure that occupational health services remain compliant with applicable legal requirements throughout the duration of the contract

The Occupational Medical Practitioner/Doctor shall conduct the following:

The Health Risks Assessments to all SABS Departments

- Conducting Health Risk assessments in hazardous areas in the workplace:
  - Identify the risks from hazards and advise on control measures.
  - Diagnosing work-related ill health issues
  - Conduct the appropriate investigation for diagnosis of occupational disease.
  - To take part in the specialist assessment of the working environment through the use of other multidisciplinary members (toxicologists, hygienists, ergonomists, organizational psychologists, Occupational Therapists, and Occupational Health Nurse Practitioner)

- Compile an Occupational Health Risks Profile (OREP) for each job category to advise on a guide for the Medical Surveillance Program.

Medical Surveillance Programme

The Occupational Medical Practitioner/Doctor shall develop, oversee, implement and periodically review the SABS Medical Surveillance Programme based on identified occupational hazards, employee exposure profiles, Occupational Risk Exposure Profiles (OREPs) and applicable legislative requirements.
Medical surveillance shall include, where applicable, pre-placement/baseline, periodic, transfer, exit and special medical examinations, together with appropriate biological monitoring and occupational health examinations or tests as determined by the applicable occupational risk and exposure profile.
The Practitioner/Doctor shall review abnormal findings, recommend appropriate further investigations or referrals and provide recommendations regarding employee fitness for work where required

- Pre-placement health screening and medical examinations
- Periodic health screening and medical examinations
- Transfer medicals within the organization.
- Exit examinations on those leaving the organization.
- Special medical assessment and further medical investigations for those with Occupational/Medically related abnormalities detected.
- Further medical assessment of all the SABS employees who have been sick and away from work for ten or more days to advise management of their fitness to commence their duties.
- Advise on biological exposure monitoring.
- Advising biological monitoring based on validity for the protection of the health of the worker's concern about sensitivity, specificity, and predictive value of particular laboratory investigations or tests to be conducted and the results.
- Advise on the Occupational Risks Exposure Profile Management holistically.

• Advise on occupational health, safety and hygiene, ergonomics, and on an individual together with collective protective equipment:
- Advising and assessing a control system designed to eliminate or mitigate exposures.
- Advise on selecting appropriate personal protective equipment where necessary.
- Advise on the ergonomic design of the workplace environment and working tools.

• Ensure and advise on the relevant emergency treatment and equipment for Medical Emergencies.
- Advising on the provision of medical emergency procedures.

Emergency Medical Preparedness
The Occupational Medical Practitioner/Doctor shall advise SABS on appropriate emergency medical arrangements, procedures, treatment and equipment. This shall include, where applicable, reviewing first aid and emergency medical arrangements, advising on appropriate emergency medical equipment and supporting the review of emergency preparedness procedures and exercises from an Occupational Health perspective.

• Have input in planning of working environment including the design of workplaces, the choice, maintenance, and condition of machinery and other equipment, and on what substances to use for mitigation of the Occupational Risks:
- Advising on the introduction of new working systems and techniques.

o Including the human factor in the process design of the enterprise, workplace, and working tools.

• Promote the adaptation of work to the worker, assessing disability and fitness for work. Promoting work ability:
o Risk assessment of workplace hazards with advice on protecting the health of employees
o Assessment of Occupational disability and referral to ensure fitness for work,
o Pre-placement and following work-related illnesses and injuries.
o Further assessing the level of impairment and disability in association with work.
o Clinical assessment in the rehabilitation of disabled employees
o Referral of employees with impairment to perform their duties due to illnesses and injuries to relevant specialists e.g. Occupational Therapists for further assessment.
o Advising on rehabilitation and redeployment

• Periodic advice on the fitness and adaptation of work for the worker as required in the special circumstances of vulnerable groups.

• Provide information on training and education in occupational health, safety, and ergonomics to all employees.
o Communicating with employees from various backgrounds and with different levels of technical understanding.
o Provide management with the informed report in specialized cases when required.
o To be able to source out and disseminate information together with the publication of research in occupational health and safety matters e.g. (MSDS)
o Advising in the analysis of frequent occupational health accidents and diseases.

• Support and advise the HSE Department and all SABS departments, as well as advise on the compliance of occupational health and safety legislation:
o Application of occupational health law and ethics to individual cases.
o Advising managers on the implementation of health and safety and environmental law.
o Advising on health and safety policy.
o Advising employees of their legal obligations in the work environment.
O Compiling and advising on policy and procedures
o Evaluation of compliance with new legislation.
○

• Take part in health promotion programs in the workplace:
o Needs analysis of health promotion of the working group.
o Analysis of the ethical aspects of health screening.
o Advising in the Wellness Program

• Ensure the holistic management of the Occupational Health Service (OHS):
o Assessment and advise the Occupational Health needs of SABS.

The Occupational Medical Practitioner/Doctor shall further ensure the following:

- Complete annual health risk compilation and assessment of all SABS sites,
- Complete compiling and ensure the implementation of all SABS OH systems and working processes are in place
- Complete and compiling OREPs reviews every second year as required,
- Complete annual compiling of legal compliance health matrices for the SABS,
- Complete annual compiling and review of medical fitness examination matrices for the SABS
- Rendering the Occupational Health Services as a medical consultant at SABS OHC twice a week (One session in the morning and one session in the afternoon) for 4 hours a day = 08hrs a week. NB Operational may dictate an alternative e.g. twice a week of 6 hours, or twice a week with 8 hours.
- Be available outside SABS working hours i.e. telephonic consultations, emails, and WhatsApp for the HSE team.
- Participate in the SABS Disability/Incapacity Team and round table discussions and advise accordingly.
- Advise the SABS of all stakeholders (employees, visitors, tenants, and contractors) on all health matters.
- May be required due to operational requirements to work more or less than 12 hours a week.
- Communicate on behalf of the SABS to relevant governmental departments.
- Ensure that the SABS has the appropriate health/clinic licenses and permits, and fulfill the related legal requirements.

• Maintain valid professional registration and all applicable licences for the full duration of the contract;
• Provide proof of current professional indemnity insurance, where applicable;
• Immediately notify SABS of any suspension, restriction or change to their professional registration or licence; and
• Maintain continued professional competence relevant to the Occupational Health services being provided.

Occupational Health Centre Management and Clinical Governance

The Occupational Medical Practitioner/Doctor shall provide appropriate clinical governance and oversight of the SABS Occupational Health Centre. Responsibilities shall include, where applicable:

• Quality assurance of Occupational Health services;
• Appropriate management and control of medication;
• Oversight of medical equipment and applicable maintenance/calibration requirements;
• Infection prevention and control;
• Secure management of medical records;
• Review of Occupational Health Centre procedures and systems;
• Compliance with applicable clinic licences, permits and legal requirements; and
• Periodic review of Occupational Health Centre operations with recommendations for improvement.

Confidentiality and Medical Records

The Occupational Medical Practitioner/Doctor shall maintain strict confidentiality of all employee medical and Occupational Health information and shall ensure that personal and medical information is collected, processed, stored, accessed and disposed of in accordance with applicable legislation and professional requirements.

Employee medical information shall only be disclosed to authorised persons where legally and professionally permissible. Reports provided to management shall protect confidential medical information while providing sufficient information regarding fitness for work, workplace restrictions or accommodations and Occupational Health recommendations.
The Practitioner/Doctor shall ensure that Occupational Health and medical records are securely maintained and retained for the applicable statutory retention periods.
Reporting and Deliverables
The Occupational Medical Practitioner/Doctor shall provide SABS with appropriate Occupational Health reports and deliverables, including, where applicable:

- Quarterly Occupational Health reports and statistics;
- An annual Occupational Health report;
- Occupational Risk Exposure Profile (OREP) reviews and updates;
- Medical surveillance statistics and trend analyses;
- Occupational health legal compliance reports;
- Reports on occupational illnesses, abnormalities and relevant referrals;
- Fitness-for-work and return-to-work statistics, while maintaining employee medical confidentiality; and
- Any additional Occupational Health reports reasonably required by SABS.

All reports shall be submitted within agreed timeframes and shall provide appropriate recommendations for corrective or preventative action where required.

The Practitioner/Doctor is expected to be willing to travel to SABS regions e.g. Cape Town, East London, P.E, Durban, Richards Bay, Newcastle, Netfa, Secunda

- **The Practitioner/Doctor will be practicing from SABS Pretoria Head Office and be based in Pretoria SABS Head Office.**
- The Occupational Medical Practitioner/Doctor shall quote on an hourly basis and The Occupational Medical Practitioner/Doctor shall provide a locum Practitioner/Doctor r in his/her absence.
- The Occupational Medical Practitioner/Doctor shall quote on a % mark up for medication and other medical services/referals.
- There will be an additional budget for regional visits
- Regional Travel
- The Occupational Medical Practitioner/Doctor shall be willing and available to travel to SABS regional sites as operationally required. Regional visits shall be undertaken with prior approval from SABS and in accordance with the agreed travel arrangements and applicable SABS policies. The frequency and duration of regional visits shall be determined by operational requirements and Occupational Health needs. Costs associated with approved regional visits shall be managed against the allocated regional travel budget.

Pricing should be as follows:

Hourly Cost	
% Mark up on medication	
% Mark up on specialist and other referral offerings	
Local Travel Cost – As and When Required – Time	

Regional Travel Cost – As and When Required – Time	

NB – Local Travel – Netfa, Secunda
NB – Regional Travel – Richards Bay , Durban , PE , East London, Cape Town

Procurement to issue contract based on the hourly cost

8. Mandatory requirements

- The Occupational Medical Practitioner/Doctor (MBCHB) must be registered with the Health Professionals Council of South Africa (HPCSA) – Must provide registration
- Bidders to provide a South African Society of Occupational Medicine (SASOM) registration certificate.
- The Occupational Health Practitioner/Doctor must have a valid Dispensing license. – Must provide Dispensing license certificate

Bidders who meet the mandatory requirements will be evaluated on the technical functionality criteria and bidders who do not meet the requirements will be disqualified.

9. Functionality Criteria

	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**
2	**Occupational Medical Practitioner/Doctor Experience**		
	Bidders must have relevant a minimum of 7 years experience as an occupational medical practitioner / Doctor. (detailed CV of the Occupational Medical Practitioner/Doctor must clearly indicate experience.		
	Less than 7 years' experience	0	
	≥7 to <8 years' experience	1	
	≥8 to <9 years' experience	2	
	≥9 to <10 years' experience	3	
	≥10 to <11 years' experience	4	
	11 years or more experience	5	40%
4	**References / Company Track record**		
	Bidders must provide contactable reference letters from current and/or recent clients Not older than (7) years for whom where similar service was rendered. . The reference letter must be on company letterhead, and must include the following: **•Description of the services provided for the client** **•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	60%

	4 Relevant and Contactable reference letters	4	
	5 or more Relevant and Contactable reference letters	5	
Minimum threshold is 70%			100%

10. Timelines

MILESTONES	DATE AND E-MAIL ADDRESS
Closing Date and Time **No late submissions will be accepted.**	**23 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 mandatory requirements and the functionality threshold of 70% 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.

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

1.1 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, 1996 (Constitution), and further expressed in the various applicable legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

1.2 If a person is 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. DECLARATION ON EMPLOYMENT BY ORGAN OF STATE

2.1 Is the bidder, or any of the directors / trustees / shareholders / members / partners of the bidder employed by an organ of state, as defined in section 239 of the Constitution? **YES/NO**

2.2 If YES, furnish particulars of the names, individual identity numbers, in the table below:

Full Name	**Identity Number**	**Name of organ of state**

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

who is employed by the procuring institution? **YES/NO**

2.3.1 If so, furnish particulars:

……
……
……

2.4 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

2.4.1 If so, indicate all companies registered in the CSD in the table below:

Supplier registration number (MAAA)	**Status (active/inactive/deleted)**

Failure to disclose all CSD-registered active companies linked to all Directors will lead to disqualification**.**

3 GENERAL DECLARATION

I, ……....., the undersigned, 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 to be false.

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which

this bid invitation relates.

3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

I CERTIFY THAT THE ABOVE IS CORRECT.

I ACCEPT THAT THE PROCURING INSTITUTION MAY REJECT THE BID OR TAKE

APPROPRIATE ACTION AGAINST ME IF THIS DECLARATION IS FALSE.

…… ……

Signature Date

…… ……...

Designation 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.

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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	100% owned by persons living with disabilities		4		
	51% - 99% owned by persons living with disabilities		2		

the basis of disability	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: .....

.....

.....

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