

RFQ 201709: APPOINTMENT OF SERVICE PROVIDER FOR THE SUPPLY AND DELIVERY OF LAPPING TESTER AND TWISTING TESTER

Dear Bidder

The South African Bureau of Standards (SABS) hereby invites you to submit a quotation for the supply and delivery of a lapping tester and twisting tester.

Request for Quote, **RFQ 201707**

Please note the following:

- Scope of services specified on page 3-4
- Closing date specified on page 3
- SABS Procurement terms and conditions (accessed on the sabs website)
- **Bidder must submit the following documents with the quotation:**
 - Treasury Central Supplier Database (CSD) registration report
 - A valid certified copy of BBBEE certificate/Sworn Affidavit and Registered Doctor's note, medical certificate and/or medical report as evidence of the disability (Specific Goal point claim)
 - SBD 4 Bidder's Disclosure
 - SBD 6.1 Preference points claim form in terms of the Preferential procurement Regulation 2022
 - Non-disclosure agreement

SOUTH AFRICAN BUREAU OF STANDARDS – Established in terms of Section 2 of the Standards Act, 1945, as amended

Gauteng Head Office

1 Dr Lategan Road, Groenkloof
Private Bag X191
Pretoria, 0001
Tel +27 (0) 12 428 7911
Fax +27 (0) 12 344 1568

West Coast Region

Liesbeek Park Way, Rosebank
PO Box 615, Rondebosch,
Cape Town, 7701
Tel +27 (0) 21 681 6700
Fax +27 (0) 21 681 6701

East Coast Region

15 Garth Road,
Waterfall Park
PO Box 30087,
Mayville, 4058
Tel +27 (0) 31 203 2900
Fax +27 (0) 31 203 2907

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 a quotation for the supply and delivery of a lapping tester and twisting tester subject to the SABS Standard Terms and Conditions, of which a copy is available on [www.sabs.co.za](https://www.sabs.co.za/Procurement/proc_toc.asp), 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:

PURPOSE OF THIS DOCUMENT

Short description of the business being done, its context, and the reason for the project. Also describe the work that the SABS intends to do with the delivered product:

As part of the strategic plan for the laboratory to increase testing capacity and upgrade existing test equipment for aluminium cables, NETFA Materials laboratory had identified a need to upgrade both the lapping and the twisting test equipment to ensure they are technologically relevant to the growing need of aluminum cables.

Both the lapping and twisting (peeling) test machines are used for testing of Aluminum overhead cables of different diameters up to and including 5mm. The existing ones have obsolete technology, and it is difficult to get suitable replacement spares in the market whenever they give problems. The aim of this project is to get these two machines a cycle timer and lacks a number of test features that would make the test easier to conduct and produce credible test results.

APPLICABLE AND REFERENCE DOCUMENTS

It is advised that the OEM product specification manual be referenced to understand the technical requirements of the equipment.

The following standards are some of the applicable:

SANS /IEC 182-3

SANS /IEC 182-5

SANS/IEC 6282-3

REQUIREMENTS

Provide set of specific requirements *to be satisfied* by the material, design, product, or service to be procured for this project:

No	Requirement	Detailed description
	Below is the test standard description on how the TWISTING test machine should be constructed and perform the test:	

No	Requirement	Detailed description
<h2>5 Twisting test for hard-drawn and high-tensile strength conductors</h2> <h3>5.1 Principle</h3> <p>A test specimen is mounted in a fixed chuck at one end and at the other end in a rotating chuck, and the specimen is twisted in this configuration until the sample breaks. The number of turns that the cable specimen is able to withstand before cable breakage is recorded and reported.</p> <h3>5.2 Apparatus</h3> <p>Two chucks, mounted with their axes in the horizontal plane, the first axis being free to rotate, and the second axis being fixed but able to slide backwards and forwards along the common axis.</p> <h3>5.3 Test specimen</h3> <p>One specimen of length at least 200 mm, cut at random from each sample.</p> <h3>5.4 Procedure</h3> <h4>5.4.1 Mounting of specimen</h4> <p>So grip the specimen in the chucks that the jaws are separated by a specified distance, as referenced in the relevant standard. If necessary, apply an axial load to the second chuck; the load shall be just sufficient to prevent the specimen from kinking.</p> <h4>5.4.2 Test</h4> <p>Rotate the first chuck at a speed not exceeding one revolution per second until the number of turns as specified in the relevant standard are visible between the chucks or until the specimen breaks.</p> <h3>5.5 Evaluation</h3> <p>Record the number of turns per length specified in the relevant standard, or, in the event of breakage occurring before the number of turns specified in the relevant standard has been reached, the number of turns at breakage.</p>		
1.	The Twisting test machine must be reliable and safely operable	In addition to the information above, the supplier must ensure that the TWISTING MACHINE has the following features and functions:
2.	Electrical	<p>The Twisting test machine should have the following electrical specifications:</p> <ul style="list-style-type: none"> • 230V • 50 Hz
3	Motor technical specifications	<ul style="list-style-type: none"> • At least 120W motor • Maximum speed capability of not less than 120rpm • Must be adjustable and preferably fixed at a required test speed of 1revs/second • It must have some means of adjusting it to bring it back to the required speed of 1revs/second, in

No	Requirement	Detailed description
		<p>case it gets off this setting for one reason or another.</p> <ul style="list-style-type: none"> • Such adjustment must preferably be concealed so that it is only done by a maintenance person and not the end-user. • It must have two speed settings that it can be set to, below and above 1revs/second (e.g. 0,5 1revs/second and 2revs/second) <p>This is to allow proper calibration when it is calibrated on annual intervals.</p> <ul style="list-style-type: none"> • Test is only run in one direction, so it can be a uni-directional motor. (clockwise)
4	Calibration - speed	<ul style="list-style-type: none"> • Calibration certificate that is traceable to ILAC
5.	Type of installation - Benchtop	<ul style="list-style-type: none"> • It must be a bench-top equipment that should be fixed on the test bench to prevent any movements when the unit is running the tests.
6.	Electronic operation of the overall system	<ul style="list-style-type: none"> • The test equipment must be automated. • User must be able to punch-in the number of cycles to test. • Machine must be able to safely operate until the cable breaks • Electronic means of detecting that the cable has broken, must be incorporated, and the test cycle must stop. • Data capturing should be built into the system so that it can capture the number of cycles run and if the cable has broken, it must indicate the number of cycles where it has broken.
7.	Mechanical requirements	<ul style="list-style-type: none"> • There should be a secure means of affixing the cable strand on the machine, such that at no point it will come loose on either end during the test operation. • The chucks of affixing the cable should accommodate cables of up to 5mm diameter.
8.	Onsite briefing	<ul style="list-style-type: none"> • Supplier must ensure to attend an onsite briefing to be able to clear understand and get a demonstration of the test equipment application.

INSTALLATION

The supplier must deliver and install the equipment at SABS NETFA in Olifantsfontein

COMMISSIONING

Specify who is responsible for the commissioning and any commissioning requirements.

The supplier must do full commissioning of the equipment before handing it over to the lab for use.

Note: During commissioning the supplier shall demonstrate all material, design, product, or service functionality. This will be compared to the requirements described in this product specification. Compliance will be confirmed by both SABS and the supplier signing off against each requirement.

TRAINING

Specify the training requirements. (To include number of employees and what training modules i.e. operation of equipment, maintenance, etc.)

The supplier needs to train the SABS staff responsible for using the equipment. The training should be on site during or after the commissioning is done.
The staff will be at a maximum of 10 people.

DOCUMENTATION

Specify the documentation required (data sheets, wiring diagrams, operation manuals, etc)

Instruction manual for the unit, calibration certificate

Note: SABS will evaluate each document. SABS can decide at its own discretion if any document is not sufficient. In such a case the supplier will be responsible to update the document to SABS satisfaction.

SERVICES TO BE SUPPLIED BY SABS

The supplier is responsible for notifying SABS of any service that might be required for the installation, commissioning and operation of the equipment. This notification must be submitted together with the original quotation.

No services would be provided by SABS except if agreed upfront.

CONDITIONS

- Equipment is to be operated under room temperature conditions.

SELECTION CRITERIA

- Diversity in laboratory equipment make
- Pricing and the acceptable quality
- Proven track record of similar projects
- After-sales service support

Note: General selection criteria

SABS will select the system most suited to the needs of- and conditions in the SABS test laboratory.

All requirements of this document must be met as a minimum requirement.

Proposals will further be rated based on:

- Ease of operation
- Flexibility of application
- Additional features that will aid the test process.
- Mechanical soundness of full system.
- Quality level of components
- Perceived overall design of the system.

8. Timelines

MILESTONES	DATE AND E-MAIL ADDRESS
Closing Date and Time No late submissions will be accepted.	27 June 2025 at 11:00 am
Method of submission.	Responses should be submitted via email NyathiT@sabs.co.za Maximum size 14 MB, Proposals/ Bids must be submitted on PDF Files (compressed zipped folder if necessary), Proposals/Bids submitted via a link and/or “we transfer” <u>will not be accepted</u> <i>It is the Bidder’s responsibility to ensure that the quotation is received on time by SABS.</i> It is the Bidder’s responsibility to ensure that the quotation is received on time by SABS.

9. Preference Points System (PRICING AND SPECIFIC GOAL)

Bidders who meet the Specification requirements will be evaluated further on 80/20 preference points system of 2022. (PRICING AND SPECIFIC GOAL)

10. Contact information

All enquiries regarding this RFQ must be e-mailed/directed to NyathiT@sabs.co.za and **071 3732 5354**. 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.

11. 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.

12. 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.

13. 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**

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**

- 2.3.1 If so, furnish particulars:

.....

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

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.

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

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.

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 **(RFQ 201707)** for the appointment of a service provider for the supply and delivery of a lapping tester and twisting tester, to 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.
4. 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.
5. **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.

Signed at..... on this.....day of2025

On behalf of the South African Bureau of Standards (signature) Tintswalo Nyathi

Witness 1.

Witness 2.

Signed at..... on this.....day of2025

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

..... (name) (title)

Witness 1.

Witness 2.

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 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.)

Specific Goal	The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	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% black ownership	6	
	51% - 59% black ownership	4	
	0% - 25% 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	
	30% - 50% black women ownership	2	
	0% black women ownership	0	
	100% owned by persons living with disabilities	4	

Persons historically disadvantaged on the basis of disability	51% - 99% owned by persons living with disabilities	2	
	0% - 50% owned by persons living with disabilities	0	

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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