# REQUEST FOR QUOTATIONS (RFQ)

| You are hereby invited to submit Quotation for the requirements of SAFCOL SOC LTD | | |
|---|---|---|
| **RFQ number:** | **RFQ/LEG/009/2026** | |
| **RFQ Issue Date** | **28 September 2026** | |
| **Closing date and Time** | **02 October 2026 at 12:00PM - Late submissions will not be accepted** | |
| **COMPULSORY/ NON COMPULSORY BRIEFING SESSION** | **None** | |
| **Briefing Session Date and Time: (IF APPLICABLE)** | **None** | |
| **RFQ validity period:** | **60 days (commencing from the RFQ Closing Date)** | |
| **RFQ Description:** | **APPOINTMENT OF AN INDEPENDENT COMMERCIAL REVIEW OF THE PROPOSED BIOMASS SUPPLY AGREEMENT** | |
| **Enquires:** | | **Zwelakhe Fakude**<br>**Zwelakhe.Fakude@safcol.co.za** |
| | | **013 754 2700 ext 3129 / 063 705 1195** |
| **E-mail RFQ responses to :** | | **RFQHighveld@safcol.co.za**<br>**Please use the RFQ Number on the subject of the email when responding to this RFQ**<br>**Submissions/quotations not sent to RFQHighveld@safcol.co.za will not be considered** |

**NAME OF SERVICE PROVIDER:**________________________________________

**TOTAL PRICE (INCL VAT)**:___________________________________________

**CONDITIONS OF THIS RFQ**

- Service providers must complete in full the RFQ document and ensure that quotation is on the **company letterhead**.
- Quotations must be e-mailed to the address provided herein All service providers must submit their B-BBEE Verification Certificates from Verification Agencies accredited by the South African Accreditation System (SANAS) OR an EME/ QSE sworn affividavit **signed by the EME representative and attested by a Commissioner of Oaths**
- Late and incomplete submissions will not be accepted.
- Any bidder who has reasons to believe that the RFQ specification is based on a specific brand must inform SAFCOL before RFQ closing date.
- All SBD documents must be always signed and sent back with the quotation

**SPECIAL CONDITIONS OF THIS RFQ**

- Accepted RFQ's will be communicated by way of an official purchase order or a promisory note signed by a duly authorised official . Accordingly no goods; services or works must be prepared or delivered before an official purchase order or a promisory note is received by the respondent, .
- All prices quoted must be firm and be inclusive of Value Added Tax (VAT), where applicable
- The lowest or any offer will not necessarily be accepted and SAFCOL reserves the right to accept any offer either in full or in part.
- The offer shall remain binding and open for acceptance by SAFCOL during the validity period indicated and calculated from the closing time and date of this RFQ.
- SAFCOL reserves the right not to make an appointment for this RFQ.
- Service Providers bidding as a Joint Venture - Consolidated BEE certificate in cases of Joint Venture

**PROTECTION OF PERSONAL INFORMATION**

- In responding to this RFQ , SAFCOL acknowledges that it may obtain and have access to personal data of the respondents. SAFCOL agrees that is shall only process the information disclosed by bidders in their response to this RFQ for the purpose of evaluating and subsequent award of business and in accordance with any applicable law.

- Furthermore, SAFCOL will not otherwise modify, amend or alter any personal data submitted by Respondents or disclose or permit the disclosure of any personal data to any Third Party without the prior written consent from the Respondents. Similarly, SAFCOL requires Respondents to process any process any personal information disclosed by SAFCOL in the bidding process in the same manner

**REASONS FOR DISQUALIFICATION**

Service providers will be disqualified for the following:

1. Non compliance tax status at the time of award, verification of tax compliance status will be verified with Central Supplier Database(CSD) or through SARS's e-Filing. Service providers will be given 7 working days to rectify their tax compliance status with SARS. If the tax status is still non-compliant after 7 working days, the service provider will be disqualified from further evaluation.

2. Submitted information that is fraudulent; factually untrue or inaccurate for example membership that do not exist; B-BBEE credentials; experience etc.
3. Service providers who made false declarations on the Standard Bidding Documents or misrepresented facts and or;
4. Service providers who are listed on the National Treasury's Database of restricted suppliers and defaulters
5. Failure to quote in line with the specification

I hereby accept the above-mentioned conditions

**This RFQ is subject to the general conditions of the RFQ, National Treasury's general conditions of contract** (**GCC**) **and, if applicable, any other special conditions of contract (SCC)**.

**NAME OF BIDDER (COMPANY NAME)…………………………………… SIGNATURE…………………………**

**CAPACITY……………………………………………… DATE………………………………….**

# TERMS OF REFERENCE/SCOPE OF WORK

## DESCRIPTION OF GOODS/SERVICE REQUIRED: INDEPENDENT COMMERCIAL REVIEW OF THE PROPOSED BIOMASS SUPPLY AGREEMENT

### 1. BACKGROUND

SAFCOL (SOC) Ltd ("SAFCOL") is involved in the proposed development of a 10 MW Biomass Combined Heat and Power ("CHP") plant adjacent to the Timbadola Sawmill.

SAFCOL and Makhado Bioenergy (Pty) Ltd ("the Developer") have developed a proposed Biomass Supply Agreement ("BSA") in terms of which SAFCOL will supply biomass to the project for the commissioning and operation of the CHP facility.

The proposed transaction is long-term, with a contract term of approximately 20 years, and involves SAFCOL's biomass resources, land, forestry and sawmill operations, as well as the generation and use or sale of electricity and steam.

Given the strategic and long-term nature of the transaction, SAFCOL requires an independent commercial review to assess the commercial viability of the proposed arrangements, the value to SAFCOL and the allocation of material commercial risks.

The commercial review will complement, and not replace, the legal and other specialist reviews undertaken by SAFCOL.

### 2. PURPOSE OF THE ASSIGNMENT

SAFCOL seeks to appoint an independent and suitably qualified service provider ("Service Provider") to undertake a commercial review of the proposed BSA and relevant related project arrangements.

The purpose of the review is to enable SAFCOL to determine:

- whether the proposed transaction is commercially viable and sustainable;
- whether SAFCOL is receiving appropriate commercial value for its biomass, land, resources and other contributions;
- whether the pricing, value allocation and commercial mechanisms are appropriate;
- whether material commercial risks are appropriately allocated and mitigated;
- whether the BSA and related agreements operate together in a commercially coherent manner; and
- what amendments, protections or alternative arrangements should be considered before SAFCOL proceeds.

### 3. DOCUMENTS TO BE REVIEWED

The Service Provider will review the BSA and relevant supporting documentation made available by SAFCOL, which may include:

- the BSA and schedules;

- the Biomass Supply Term Sheet;
- the Energy Purchase Term Sheet;
- the Sublease and Operations Term Sheet;
- the project financial model and key commercial assumptions;
- relevant biomass and project information; and
- any other information reasonably required for the review.

The Service Provider must consider the relevant agreements and arrangements as an integrated transaction and not assess the BSA in isolation.

## 4. SCOPE OF THE REVIEW

The review must provide an independent and objective assessment of the following key areas:

### 4.1 Commercial structure and value

Assess whether the overall commercial structure is balanced and whether SAFCOL receives appropriate value for its contributions, including its biomass resources, land, long-term feedstock commitment and integration with existing forestry and sawmill operations.

### 4.2 Pricing and financial arrangements

Assess the commercial appropriateness of the key pricing and financial mechanisms, including biomass pricing, escalation and indexation, electricity and steam arrangements, land-related consideration and other material revenue or value-sharing mechanisms.

The Service Provider should undertake appropriate sensitivity or scenario analysis to identify material factors that could affect the commercial outcome over the proposed term.

### 4.3 Risk allocation

Assess whether material commercial risks are allocated to the party best able to manage or mitigate them, including risks relating to biomass availability, construction and commissioning, plant performance, operations, electricity markets, changes in law, force majeure, liability, default and termination.

Material risks and their potential commercial impact must be clearly identified, together with appropriate mitigation or contractual protections.

### 4.4 Long-term sustainability

Assess whether the proposed commercial arrangements are sustainable over the approximately 20-year term, taking into account foreseeable changes in biomass availability, operating costs, market conditions, electricity tariffs, inflation, regulatory requirements and other material factors.

The review should identify whether appropriate adjustment, review or relief mechanisms are required.

### 4.5 Related agreements and strategic interests

Assess the interaction between the BSA and relevant related agreements, including the energy purchase and sublease/operations arrangements, and identify any material inconsistencies, gaps or unintended commercial consequences.

The Service Provider must also consider provisions affecting SAFCOL's strategic assets and operations, including access to SAFCOL property, forestry operations, assignment, lender or step-in rights, security and termination.

### 4.6 Benchmarking and commercial best practice

Where reliable information is available, benchmark material commercial terms against comparable biomass, forestry, renewable energy, CHP, feedstock supply or similar transactions.

Any limitations in available benchmarking information must be identified.

## 5. DELIVERABLES

The Service Provider must provide a concise but sufficiently detailed **Commercial Review Report** containing:

1. an executive summary and overall assessment of the transaction;
2. key commercial findings and material risks;
3. assessment of pricing, value allocation and financial sustainability;
4. assessment of the allocation of material commercial risks;
5. identification of material concerns arising from the BSA and related agreements;
6. recommended amendments, protections or areas for negotiation; and
7. a clear recommendation on whether SAFCOL should:
    - proceed with the transaction;
    - proceed subject to specified amendments or protections;
    - renegotiate material commercial terms; or
    - reconsider the transaction in its current form.

The Service Provider must present its findings to SAFCOL management and/or relevant governance structures if required.

## 6. APPROACH AND STAKEHOLDER ENGAGEMENT

The Service Provider must adopt a practical, objective and evidence-based approach.

The Service Provider may consult relevant SAFCOL stakeholders, including representatives from Commercial, Finance, Forestry, Operations, Legal, PMO and Executive Management, as reasonably required.

The Service Provider must identify any material information gaps, assumptions or limitations that may affect its conclusions.

## 7. REQUIRED EXPERIENCE AND CAPACITY

The Service Provider must demonstrate relevant experience and expertise in:

- commercial and financial due diligence;
- project finance, financial modelling and commercial valuation;

- biomass, forestry, renewable energy, energy infrastructure or comparable transactions;
- long-term supply agreements and commercial structuring;
- commercial negotiations and risk allocation; and
- public-sector and/or SOE transactions of a similar nature, scale or complexity.

The proposed team must comprise suitably qualified and experienced personnel.

**Law firms and other suitably qualified professional service providers are eligible to submit proposals**, provided they can demonstrate the required commercial, financial and transactional expertise and suitably qualified personnel.

## 8. INDEPENDENCE AND CONFLICTS OF INTEREST

The Service Provider must be independent of the parties to the proposed transaction and must disclose any actual, potential or perceived conflict of interest.

The Service Provider must maintain its independence and objectivity throughout the assignment.

## 9. EXCLUSIONS

The assignment is a commercial review and does not replace SAFCOL's legal, tax, accounting, regulatory or technical due diligence.

Unless otherwise agreed, the Service Provider is not required to provide:

- formal legal opinions;
- tax, accounting or regulatory opinions;
- technical due diligence of the CHP technology;
- independent verification of biomass availability; or
- detailed legal drafting or clause-by-clause redrafting.

The Service Provider may, however, identify legal, regulatory, technical or financial matters where these have a material commercial impact on the transaction.

## 10. DURATION

The assignment is expected to be completed within **six (6) weeks** from the date of appointment.

Bidders must submit a proposed workplan and delivery timetable with their proposals.

## 11. PRICING

Bidders must submit a **fixed fee** for the assignment, clearly setting out:

- professional fees;
- applicable VAT;
- anticipated disbursements, if any; and
- any assumptions or exclusions affecting the fee.

Any work outside the agreed scope will require SAFCOL's prior written approval.

**12. CONFIDENTIALITY**

The Service Provider must maintain strict confidentiality in respect of all information and documentation provided by SAFCOL and all information generated during the assignment.

Information obtained during the assignment may only be used for purposes of performing the services contemplated in these Terms of Reference.

**13. FINAL OUTCOME**

The review must provide SAFCOL with a **clear, independent and defensible commercial assessment** of the proposed transaction, including practical recommendations on the commercial terms, risks and protections that should be addressed before SAFCOL commits to the BSA.

**RETURNABLE DOCUMENTS**

- Fully completed and signed RFQ
- Official Quotation on the company letter head
- Latest Tax Clearance
- Latest BBBEE certificate- SANAS Accredited or sworn affidavit for EME/QSE
- CSD Report or (MAAA number )
- ID copies of company directors

**I, the undersigned, for and on behalf of the Service Provider, hereby confirm that I/we understand the information as stated above and that I/we will comply with all of the above.**

……………………………….….. ………………………………….
**Name (print)** **Signature**

…………………………………….. ……………………….……….
**Capacity** **Date**

## Evaluation Criteria

Quotations will be evaluated in accordance with SAFCOL Supply Chain Management Policy and Preferential Procurement Policy Framework Regulations of 2022; the bid evaluation process shall be carried out in the following phases namely:

Phase 1: Administrative Compliance Evaluation

Phase 2: Mandatory Requirements

Phase 3: Price and Specific Goals Evaluation

**Phase 1: Administrative Compliance requirements**

1. Completion in full of the Request for Proposal document
2. Completion of all SBD Forms( Declaration Forms)
3. Proof that tax matters with SARS are in order( SARS Pin Number/ Tax Clearance Certificate)
4. Proof of company registration documents( e.g Pty;Trust; CC etc)
5. Original or copy of B-BBEE Level of contribution Certificate or Sworn Affidavit signed by the deponent and the Commissioner of Oath (Failure to attach certificate will lead to non-allocation of points)
6. Registration with National Treasury Central Supplier Database (CSD), if not registered on CSD, successful bidder must register within 7 working days of award
7. ID copies of company directors.

**Phase 2: Mandatory Requirements**

| Evaluation Criteria | Comply | Non-comply |
|---|---|---|
| The Service Provider must provide proof of previous experience in rendering similar services within a **forestry environment**, in the form of a reference letter.<br>The reference letter must:<br>• Be issued on the **client's official letterhead**;<br>• Be **dated**;<br>• Clearly describe the **services rendered**;<br>• Be **signed by an authorised representative of the client**; and<br>• Relate to services similar to those required under this RFQ.<br>The Service Provider must provide a **minimum of one (1) valid reference letter** as proof of relevant previous experience. | | |

**Phase 3: Price and Specific Goals Evaluation**

Only bids that meet the requirement will be evaluated further in terms of price and specific goals evaluation, as follows:

| CRITERIA | POINTS |
|---|---|
| Price | 80 |
| Specific Goals | 20 |
| **TOTAL** | **100 points** |

**Specific Goals for this RFQ and points that may be claimed are indicated as per table below**:

| Criteria | Points |
|---|---|
| | **(80/20 system)** |
| At least 51% Black Ownership | 5 |
| At least 30% Black Women Ownership | 5 |
| At least 51% Owned By People With Disabilities | 5 |
| At least 51% Black Youth Owned | 5 |
| **Total Points** | **20** |

**DOCUMENTS REQUIREMENT FOR VERIFICATION OF POINTS ALLOCATION: -**

| No. | Procurement Requirement | Required Proof Documents |
|---|---|---|
| 2.1 | Atleast 51% Black Ownership | • CIPC registration documents,<br>• B-BBEE certificate/sworn affidavit,<br>• South African Identification Document |
| 2.2 | Atleast 30% Black Women Owned | • CIPC registration documents,<br>• B-BBEE certificate/sworn affidavit,<br>• South African Identification Document |
| 2.3 | Atleast 51% Owned By People With Disabilities | • Letter from the Doctor confirming Disability,<br>• South African Identification Document |
| 2.4 | Atleast 51% Black Youth Owned | • CIPC registration documents,<br>• B-BBEE certificate/sworn affidavit<br>• South African Identification Document |
| 2.5 | Implementation of RDP goals (Locality) | • Proof of residence in a form of a Municipal Bill or letter from recognized council confirming business address of the bidder,<br>• South African Identification Document |
| 2.6 | Local Content 100% | • Fully completed SBD 6.2 for local content and fully completed annexure C |

**SAFCOL SUPPLIER CODE OF CONDUCT**

**Click on the following link to access the SAFCOL Supplier Code of Conduct and confirm as indicated below:**

chrome-extension://efaidnbmnnnibpcajpcglclefindmkaj/

https://www.safcol.co.za/wp-content/uploads/2023/12/SCM-DOC-001-SUPPLIER-CODE-OF-CONDUCT.pdf

**I confrm that I have read and understood SAFCOL supplier code conduct and that I will adhre to all the conditions contained therein.**

**NAME OF BIDDER (COMPANY NAME)………………………………… SIGNATURE…………………………**

**CAPACITY……………………………………………… DATE…………………………………**

**SBD4**

## 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 interest[1] 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 /

[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.

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:
……………………………………………………………………………….
……………………………………………………………………………….

## 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 consortium[2] 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 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

……………………………… ..……………………………………………
Signature Date

……………………………… ………………………………………………
Position Name of bidder

[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.

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

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

(*delete whichever is not applicable for this tender*).

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

b) The 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

(a) Price; and

(b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

| | **POINTS** |
|---|---|
| **PRICE** | 80 |
| **SPECIFIC GOALS** | 20 |
| **Total Points for PRICE and SPECIFIC GOALS** | **100** |

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

## 2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

*(c)* **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

### 3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

**80/20**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. **FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT**

3.2.1. **POINTS AWARDED FOR PRICE**

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

**80/20**

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right)$$

Where

| | | |
|---|---|---|
| Ps | = | Points scored for price of tender under consideration |
| Pt | = | Price of tender under consideration |
| Pmax | = | Price of highest acceptable tender |

**4. POINTS AWARDED FOR SPECIFIC GOALS**

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

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 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 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 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 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 the 80/20 preference point system is applicable,***

***corresponding points must also be indicated as such.***

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

| **The specific goals allocated points in terms of this tender** | **Number of points allocated (80/20 system) (To be completed by the organ of state)** | **Number of points claimed (80/20 system) (To be completed by the tenderer)** |
|---|---|---|
| At least 51% Black Ownership | 5 | |
| At least 30% Black Women Ownership | 5 | |
| At least 51% Owned By People With Disabilities | 5 | |
| At least 51% Black Youth Owned | 5 | |

**DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.4. Company registration number: ……………………………………………………………...

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deeme necessary.

……………………………………….
**SIGNATURE(S) OF TENDERER(S)**

**SURNAME AND NAME**: ……………………………………………………….

**DATE:** ………………………………………………………

**ADDRESS**: ………………………………………………………

………………………………………………………

………………………………………………………

………………………………………………………