

OUR REF	RFQ 202043
ENQUIRIES	Asanda Zulu
TELEPHONE	012 428 7911
DATE	26 August 2026

RFQ 202043: APPOINTMENT OF A SUITABLY QUALIFIED SERVICE PROVIDER FOR THE PROVISION OF 36 MONTHS POND MAINTENANCE SERVICES AT GROENKLOOF.

1. Dear Bidder

The South African Bureau of Standards (SABS) hereby invites suitably qualified service provider for the provision of 36 months pond maintenance services at Groenkloof.

The details of the service to be provided are provided below.

Please note the following:

- Scope of services specified on page 3
- Closing date specified on page 7
- 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 Regulation 2022
 - Non-disclosure agreement

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

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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 provision of 36 months pond maintenance services at Groenkloof subject to General Conditions of the Contract (GCC).

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

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

3. Confidentiality

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

4. No Contract

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

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

5. No Obligation to Proceed

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

6. Validity of Proposals

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

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

7. Scope of work

The SABS invites suitably qualified service providers to submit quotations for:

- Technical assessment and rehabilitation of two on-site ponds
 - Pond 1: Existing Koi Pond (understocked, in need of rehab)
 - Pond 2: Empty Pond (currently in poor condition)
- Full biological reset and restocking of koi
- Routine maintenance of both ponds
- Training and oversight of the gardening contractor responsible for basic pond cleaning and reporting

Initial Technical Assessment (Both Ponds)

- Structural inspection (lining, edges, leaks)
- Pump and filtration system assessment
- Electrical compliance check
- Sludge and sediment assessment
- Water quality testing (pH, ammonia, nitrites, nitrates, KH/GH)
- Risk assessment and recommendations
- Itemised rehabilitation plan and quotation

Deliverable: Condition Assessment Report

Koi Pond – Rehabilitation and Biological Reset

- Complete draining and sludge removal
- Safe temporary housing or assessment of existing koi
- Pressure cleaning (fish-safe) and disinfection
- Pump and filtration servicing/upgrades
- Aeration system inspection and installation

- UV clarifier servicing/replacement
- Water refill, de-chlorination, and biological cycling (2–4 weeks)
- Water parameter monitoring and certification for safe stocking

Koi Pond – Restocking

- Stocking plan with recommended fish quantity and sizes
- Supply of healthy, disease-free koi from reputable breeder
- Pre-introduction quarantine
- Safe transport and acclimatisation
- Minimum 30-day health warranty for newly stocked fish

Empty Pond – Rehabilitation and Commissioning

- Debris and vegetation removal
- Leak detection and structural repair (lining/concrete)
- Pump, filtration, aeration, and UV clarifier installation
- Electrical safety compliance
- Filling, circulation testing, and water balancing

Routine Maintenance (12-Month Contract)

- Monthly or bi-weekly visits as recommended
- Fish health inspection
- Sludge removal
- Filter backwashing and servicing
- Pump checks
- Water testing and reporting
- Algae control
- Aeration and UV system inspection

Deliverable: Monthly service report with water test results

Oversight & Training of Gardening Contractor

- Inspect gardening contractor's work during each visit to ensure:
 - Leaves, flowers, and debris are removed properly
 - Algae removal is done safely
 - Pumps and filtration are checked correctly
 - Malfunctions are reported accurately
- Provide at least one formal training session for gardening staff and Facilities representatives, covering:
 - Proper cleaning techniques
 - Do's and don'ts around fish and equipment
 - Early warning signs of water imbalance or fish stress
 - Reporting and escalation procedures and Facilities

- Provide written guidelines (2–3 pages) summarising best practices for gardening contractor
- Deliverable: Training report, written guideline, and inspection documentation in monthly report

Emergency Call-Outs

- Response time commitment
- Procedure for pump failure, water quality issues, or fish health emergencies

CONTRACT PERIOD

- Rehabilitation Phase: As per approved programme
- Maintenance Phase: 36 months.

8.9 PRICING REQUIREMENTS

Bidders must submit:

- Assessment fee (if applicable)
- Itemised rehabilitation cost (per pond)
- Restocking cost (per fish size/quantity)
- Monthly maintenance fee per pond
- Emergency call-out rates
- Cost of consumables (if excluded from monthly fee)

REPORTING REQUIREMENTS

- Initial assessment report
- Rehabilitation completion report
- Monthly maintenance report (including oversight of gardening contractor)
- Incident reports (if applicable)

GENERAL CONDITIONS

- Contractor to provide own equipment, tools, and consumables (unless otherwise agreed)
- All works must comply with safety and environmental regulations
- Pond specialist cannot perform gardening contractor duties but is responsible for inspection and training
- Employer reserves the right to inspect works at any time

NB!! Bidders who do not meet the requirements will be disqualified and not evaluated further on functionality requirements.

10. FUNCTIONALITY REQUIREMENTS

no.	Selection Criteria		
	Functionality will be measured on a scale of 1-5. V.Poor:1, Poor:1, Average:2, Good:3, V. Good:4, Excellent:5	sub weight	Weight
1	Company Track Record		50%
	The bidder must submit evidence of experience in the maintenance and management of koi ponds, ornamental fishponds, aquaculture ponds, or similar aquatic systems containing live fish. As a minimum, the bidder must demonstrate successful completion of at least three (3) similar projects undertaken within the last five (5) years. Signed reference letters on client letterheads (if Possible). Description of services provided; Reference Letters Must Include: Client name; Duration of the project/contract; Confirmation that the pond contained live fish; Contact details of the client representative.		
	1 reference letter	1	
	2 reference letters	2	
	3 or more reference letters	3	
	4 reference letters	4	
	5 or more reference letters	5	
2	Maintenance and Management Methodology		30%
	The bidder shall submit a methodology document, maintenance plan, standard operating procedure (SOP), or similar document that demonstrates how the service will be delivered. The bidder's methodology will be evaluated against the seven mandatory elements: 1. Pond cleaning procedures 2. Water quality monitoring and management 3. Filtration system maintenance 4. Fish health monitoring 5. Algae management 6. Reporting arrangements 7. Corrective actions for water quality and fish health issues		
	Methodology addresses 0 to 2 of the 7 required elements, or no methodology submitted.	1	
	Methodology addresses 3 to 4 of the 7 required elements.	2	
	Methodology addresses 5 of the 7 required elements.	3	
	Methodology addresses 6 of the 7 required elements.	4	
	Methodology addresses all 7 required elements.	5	
3	Water Quality Monitoring Capability		
	The bidder must demonstrate the ability to monitor and manage aquatic water quality. At a minimum, the bidder must demonstrate capability to monitor: pH; Ammonia; Nitrite;		

Water temperature. Proof: Any one or a combination of the following: Water quality testing equipment list; Photographs of water testing equipment; Sample water quality monitoring reports; Water quality recording sheets/logs; Standard monitoring procedures; Sample inspection reports demonstrating water quality testing; or other documentary evidence demonstrating the bidder's ability to monitor and manage aquatic water quality.		20%
Does not demonstrate capability to monitor all of the following parameters: pH, Ammonia, Nitrite and Water Temperature; or insufficient evidence submitted.	1	
Demonstrates capability to monitor pH, Ammonia, Nitrite and Water Temperature, supported by acceptable documentary evidence.	5	
		100%
Minimum threshold is 70%		

SABS reserves the right to verify any information submitted by bidders, including reference checks, site visits to facilities or projects maintained by the bidder, and verification of equipment, personnel and experience claimed in the bid.

Should any information provided by the bidder be found to be false, misleading or incapable of verification, SABS reserves the right to reject the bid.

8. Timelines

MILESTONES	DATE AND E-MAIL ADDRESS
Compulsory Site Briefing: 1 Dr Lategan Road, Groenkloof, Pretoria	02 September 2026 at 10:00 am
Closing Date and Time No late submissions will be accepted.	07 September 2026 at 11:00 am
Method of submission. No link submissions will be accepted.	Responses should be submitted via email asanda.zulu@sabs.co.za It is the Bidder's responsibility to ensure that the quotation is received on time by SABS.

9. Preference Points

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

10. Quotation

The quotation should but not limited to the following:

- Rate per person
- Transportation cost (If applicable)
- Disbursement
- Fixed price, Where foreign currencies are involved, bidders should make provision for forward cover.

11. Contact information

All enquiries regarding this RFQ must be e-mailed/directed asanda.zulu@sabs.co.za and 012 428 7911. 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.

12. 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.

13. 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.

14. 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

NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made BETWEEN

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

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

(Hereinafter referred to as the "parties")

WHEREAS in the course of discussions and/or negotiations with the South African Bureau of Standards, the Supplier has received or may receive in future information relating to this **RFQ 202043** for the South African Bureau of Standards and other related information hereinafter referred to as "Confidential Information".

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

1. The Supplier will maintain strictly secret and confidential all information relayed or transmitted to it in any manner or form and will not divulge any part of the Confidential Information directly or indirectly to any person, firm or entity (other than such of its employees who have a need to know the Confidential Information for the purposes of fulfilling the Supplier's obligation to the South African Bureau of Standards.
2. The Supplier shall not make copies of the Confidential Information or otherwise disseminate any of the Confidential Information (except as may be required to fulfil specific obligations towards South African Bureau of Standards) without South African Bureau of Standards express prior written consent.
3. This agreement applies to information whether or not such information is marked as or appears to be confidential and whether or not such information is of commercial use to South African Bureau of Standards or any other party.
4. This agreement shall not apply to information which:-
 - (a) the Supplier can show had been lawfully received by it prior to disclosure under this agreement.
 - (b) is in the public domain or becomes so otherwise than through breach of this agreement;
 - (c) was disclosed to the Supplier by a third party who was under no obligation of confidence in respect thereof;

5. The South African Bureau of Standards retains ownership of Intellectual property rights on all material and processes relating to the service provided for and on its behalf by the supplier.
6. The Supplier shall observe its obligations under this agreement until expiry of a period of 12 months from the date of signature.

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

For the Bidder

Signed at..... on this.....day of2026

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

..... (name) (title)

Witness 1.

Witness 2.

For the SABS

Signed at..... on this.....day of2026

On behalf of the SABS, 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**

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	
$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$		$Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$	

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

Specific Goal	The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Persons historically disadvantaged on the basis of race	100% black ownership		10		
	75% - 99% black ownership		8		
	60% - 74.99% black ownership		6		
	51% - 59.99% black ownership		4		
	1% - 50.99% black ownership		2		
	0% black ownership		0		
Persons historically disadvantaged on the basis of gender	100% black women ownership		6		
	51% - 99% black women ownership		4		
	1% - 50.99% black women ownership		2		
	0% black women ownership		0		
Persons historically disadvantaged on the basis of disability	100% owned by persons living with disabilities		4		
	51% - 99% owned by persons living with disabilities		2		
	0% - 50.99% owned by persons living with disabilities		0		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company.....

4.5. registration number:

4.6. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

- alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

	
	SIGNATURE(S) OF TENDERER(S)
SURNAME AND NAME:	
DATE:	
ADDRESS:	
	
	
	
	