



OUR REF RFQ 20818
ENQUIRIES Luvuyo Tshabalala
TELEPHONE 012 428 6225
DATE 5th April 2023

RFQ 20818: PROVISION FOR SABS PEST CONTROL SERVICES FOR A PERIOD OF 36 MONTHS.

Dear Bidder

The South African Bureau of Standards (SABS) hereby invites you to submit a quotation for the provision of SABS pest control services for a period of 36 months.

The details of the service to be provided is in the attached Request for Quote, **RFQ 20818**.

Please note the following:

- Scope of services specified on page 3-10
- Closing date specified on page 12
- 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
 - SBD 4 Bidder's Disclosure
 - SBD 6.1 Preference points claim form in terms of the Preferential procurement Regulation 2022
 - Appendix A – 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 renewal of SABS pest control, subject to the SABS Standard Terms and Conditions, of which a copy is available on www.sabs.co.za, accessible through the link: https://www.sabs.co.za/Procurement/proc_toc.asp

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

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

3. Confidentiality

This document may not be used for any purpose by the Bidder other than for developing their response to it, and all reasonable efforts must be taken by the Bidder to ensure confidentiality of any information provided. This document and any other information of a confidential nature provided to the Bidder during 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 intends to partner with a service provider for rendering pest control services for a period of 36 months, at the following areas:

- 1 Dr Lategan Road, Groenkloof, Pretoria
- 43rd Street, Olifantsfontein
- 5 & 8 Bunsen Street, Secunda
- 15 Garth Road, Waterval, Durban
- 1 & 1a Teichmann Place, Sunnyridge, East London
- 20 Liesbeek Parkway, Roosebank, Cape Town

The SABS requires service providers to attend site visits at the SABS buildings to be able to quote.

Required Monthly (and every 2nd month) pest control services should include but not limited to: Rodents/mice, bees, bats, cockroaches, ants, flies, tick, bees, mosquitoes, crawling insects, etc.

The Service Provider will supply the following:

- Bait Stations (see spec for each site) with relevant bio-degradable chemicals and servicing
- Insect Control with relevant bio-degradable chemicals and servicing, and a bi-weekly service for the entire committee rooms, cafeteria & dining hall, Coffee shop and training center kitchen/dining area
- A schedule of services on site to be provided by the supplier upon award
- Delivery notes of services conducted to submitted at each service
- Qualified personnel
- Fly catchers
- Light trappers (cobra 3 tube)
- External bait stations
- Quarterly perimeter spraying with snake repellent chemicals for Groenkloof, NETFA and East London sites

SABS Groenkloof (152,973 m2 – working building)

- Pavilion (SABS Entrance)
- All Offices

- All Laboratories
- Plant rooms
- Shafts
- Canteen/Cafeteria
- Kitchens and dining areas
- Coffee shop
- Storerooms
- Eating rooms
- Change rooms
- Tunnels – every 2nd month
- Workshops
- All Guard houses
- Waste area
- Quarterly snake repellent spraying (fence alongside George Storrar and alongside Leyds Street– approx. 3000m2)

Description	Quantity	Cost per month
Light trapper (3 tube) and service	7	R
Snake repellent spraying	4 x per year	R
External Bait stations and service	60	R
Monthly Pest control Services (all areas mentioned above)		R
15% VAT		R
Total per month		R

CHEMICALS For Pharmaceutical Lab in Groenkloof (414m2) PEST CONTROL REQUIREMENTS:

Rodents

- During inspection, each tamper resistant bait station should be opened, inspected for infestation, cleaned, dated and initialled.
- If fresh infestation is noted, the service technician should replace the bait with either Finale Wax Blocks (difethialone 0, 25%) or Racimin Block (CoumatetraiyI anticoagulant 0,375%).
- This should be indicated in the Pest Control Treatment Report.
- The MSDS for these chemicals should be provided

Cockroaches, Ants, crawling insects

The following chemicals should be used:

PCO Flushing agent (Pyrethrines), Super Crackdown FC (Deltamethrine 2,5%) and Maxforce Gel (Hydramethylnon).

The MSDS for these chemicals should be provided

Price Schedule

Description	Cost per month
Pest control services – Pharmaceutical Lab	R
15% VAT	R
Total per month	R

NETFA (8111m2). This area is surrounded by a game reserve with animals. We require chemicals to manage stubborn flies that are not harmful to humans.

- Offices
- All Laboratories
- All Storerooms
- Cleaning storerooms
- Change rooms
- eating rooms
- Plant rooms
- Guard houses
- Carports
- Waste area
- Dog kennels

Weekly pest services:

12 x Red Top fly catchers these needs to stay on weekly services and should be replaced weekly.

Monthly:

Indoor Pest Spray Treatment – crawling insects

30 x Rodent Bait Stations

Outdoor Preventative spray treatment – flying insects

Quarterly snake repellent spraying of fenceline (3000m2)

Price schedule

Description	Quantity	Cost per month
Red Top fly catchers (4 dividers)	12	R
Light trapper (3 tube) and service	2	R
Quarterly snake repellent spray	4 x per year	R
External Bait stations and service	30	R
Monthly Pest control Services		R
15% VAT		R
Total per month		R

SABS Cape Town: Provision of monthly pest control services (2119m2 offices, laboratories and building)

The scope of services is for the treatment and control of cockroaches, ants, crawling insects, rodents, etc. at the following areas:

- Water Laboratory
- Chemical Laboratory
- Micro Laboratory
- All Laboratory Storerooms
- Standards library
- Open plan office areas and closed offices

- Boardrooms
- Common areas and passages
- Staircases
- Storerooms
- 3 double garages
- Outside drains
- All kitchens
- Training rooms
- Toilets
- Guard house
- Outside garden area
- Waste area

Price Schedule

Description	Quantity	Cost per month
Red Top fly catchers	4	R
Light trapper (3 tube) and service	2	R
External Bait stations and service	10	R
Monthly Pest control Services (all areas)		R
15% VAT		R
Total per month		R

SABS East London (4244m2): Offices, Laboratories, Guard houses, change rooms, Kitchens, Eating areas, waste area

- Ticks
- Flies
- Cockroaches
- Ants
- Rats/rodents
- bats
- Other insects/pests
- Quarterly snake repellent spraying (3000m2)

Price Schedule

Description	Quantity	Cost per month
Light trapper (3 tube) and service	2	R
Snake repellent spraying	4 x per year	R
External Bait stations and service	10	R
Monthly Pest control Services (all areas)		R
15% VAT		R
Total per month		R

SABS Secunda 794m2 + 252m = 1046m2 (5&8 Bunsen streets). Offices, Laboratories, Guard houses, change rooms, Kitchens, Eating areas, waste area

- Cockroaches
- Ants
- Flies
- Rats/rodents
- Other insects/pests

Price Schedule

Description	Quantity	Cost per month
Light trapper (3 tube) and service	2	R
External Bait stations and service	10	R
Monthly Pest control Services (all areas)		R
15% VAT		R
Total per month		R

SABS Durban (2497m2). The office has 50 external bait stations installed.

Offices, Laboratories, Guard houses, change rooms, Kitchens, Eating areas, waste area

Treatment to include the following

- Cockroaches
- Geckos
- Ants
- Flies
- Rats/rodents
- Other insects/pests

Price Schedule

Description	Quantity	Cost per month
Maintenance only of external Bait stations and service	50	R
Monthly Pest control Services (all areas)		R
15% VAT		R
Total per month		R

SABS Newcastle (300m2). Offices, Laboratories, Guard houses, change rooms, Kitchens, Eating areas, waste area

- Offices
- All Laboratories
- All Storerooms
- Cleaning storerooms
- Change rooms
- eating rooms
- Guard house
- Carports
- Waste area

Description	Quantity	Cost per month
External Bait stations and service	10	R
Monthly Pest control Services (all areas)		R
15% VAT		R
Total per month		R

SABS Richards Bay (2). Offices, Laboratories, Guard houses, Change rooms, Kitchens, Eating areas, waste area

- Offices
- All Laboratories
- All Storerooms
- Cleaning storerooms
- Change rooms
- eating rooms
- Guard house
- Carports
- Waste area

Description	Quantity	Cost per month
External Bait stations and service	10	R
Monthly Pest control Services (all areas)		R
15% VAT		R
Total per month		R

Consolidated Price schedule per annum for all sites

Area	Frequency	Cost per month	Cost per year 1	Cost per year 2 + CPI	Cost per year 3 + CPI
Groenkloof	Monthly	R	R	R	R
NETFA	Monthly	R	R	R	R
Pharmaceutical Lab	Monthly	R	R	R	R
Cape Town	Monthly	R	R	R	R
East London	Monthly	R	R	R	R
Secunda	Monthly	R	R	R	R
Durban	Monthly	R	R	R	R
	Sub Total	R	R	R	R
	VAT	R	R	R	R
	Grand Total	R	R	R	R

Please quote separately for Ad hoc Services

- Snakes
- Bees
- Wasps
- Bats
- Pigeons

Ad-hoc price schedule

Description	Cost
Rate for call out and removal of snakes	R
Rate for call out and removal of wasps	R
Rate for call out and removal of bees	R
Rate for call out and removal of bats	R
Rate for call out, clean-up and removal of pigeons	R
Price per external bait station	R
Price per internal bait station	R

NOTES

- Specialist treatment and control of cockroaches, crawling insects, ants, flies, mosquitoes, and fleas in all offices including a perimeter spray around the building
- Specialist treatment and control of rodents by means of servicing all bait stations
- The service provider is to monitor and treat all mentioned areas on a weekly/monthly basis
- Environmentally friendly chemicals are to be used
- The application of chemicals to be carried out in accordance with the manufacturer's specifications and must be carried out by a competent and qualified person with the correct PPE
- All chemicals to be used must be included in the monthly costs including the quarterly snake repellent spraying
- All laboratory areas to be under supervision by the Laboratory Manager or Senior Laboratory Personnel.
- All services to be arranged as per schedule to be supplied by the service provider upon award

The SABS will not be responsible for any loss, damage, injury, resulting from the use of its facilities, equipment and assets. The Service Provider is to ensure that correct equipment to conduct work is used and correct PPE Clothing.

NB: Products/chemicals are to be biodegradable as there are cats, dogs, rabbits and daisies found on the premises, and must not be harmful to humans.

<u>A</u> <u>RODENT CONTROL – Bait Stations</u>		
	A1	<p>There are 48 bait stations installed around the SABS buildings (Groenkloof and NETFA only), other sites require new installation</p> <ul style="list-style-type: none"> ○ Groenkloof = 35 (3 of which are stationed at the Waste Management Area)

		<ul style="list-style-type: none"> Netfa = 13 (2 of which are stationed around the Security and Dog Kennels) with two electronic fly catching units at the dog kennels (this is to be monitored to ensure always in working order)
	A2	Bait stations are to be cleaned and refilled on a monthly basis.
	A3	Bait Stations – use of Rodent pellets and Rodent liquid may only be used.
<u>B</u>	<u>INSECT CONTROL</u>	
	B1	There are numerous offices, laboratories, storerooms, conference facilities, car parks and halls on the premises. These need to be insect free and controls need to be in place to ensure this is so.
	B2	<p>Cockroaches – Gel</p> <p>Flees – Citronella spray concentrate</p> <p>Mosquitoes – Noporex granules (for only outside the building) – no treatment within the buildings allowed.</p> <p>Paper Lice – Spray citronella repellent</p> <p>Other pests/insects</p>
<u>C</u>	<u>HEALTH & SAFETY</u>	
	C1	Bio-degradable chemicals to be used.
	C2	PPE Clothing
	C3	First Aid kit to be available with your staff on site at all times.
<u>D</u>	<u>GENERAL: ANIMALS ON SABS PREMISES – NETFA and GROENKLOOF</u>	
	D1	The Service Provider will not be responsible for the welfare of any animal however great care should be taken that no harm is made to any animals – tame or wild e.g. dussies, rabbits, cats, koi, ducks, birds, eg. No death should occur to an animal that has eaten a rat that has died from the pesticide.
	D2	The Guard Dogs at NETFA should be taken into account for safety at all times.
	D3	All dead rodents found in traps should be removed by the Service Provider and a certificate available as to where the dead rodent/s are disposed.

8. Mandatory Requirement

- Pest Control Operator's certificate with department of Agriculture, Forestry and fisheries
- Proof membership with Pest Control Association
- National footprint (must provide proof of work done or appointment letter or purchase order from clients in Gauteng, Durban, Cape Town, East London and Mpumalanga)
- A health & Safety policy must be submitted by the service provider.

9. Evaluation on Functionality

Bids will be evaluated in terms of Functionality based on the following criteria:

Bidder must clearly respond to each of the below, this will be strictly reviewed and scored according to the overall feedback provided in the proposal **and clearly numbered in the Table of contents Values: 1-5. Very poor:1, Poor:2, Average:3, Good:4, Excellent:5**

no.	Selection Criteria		
	Functionality will be measured on a scale of 1-5. Very poor:1, Poor:2, Average:3, Good:4, Excellent:5	sub weight	Weight
1	Company Experience in Pest Control Services & Profile		
	The bidder's infrastructure resources and proof of existence. The company profile must be a maximum of ten (10) pages and must provide a brief history of the firm and outline of the firm indicating of resources and geographic structures.		30%
	No relevant experience	0	
	1 Year of experience	1	
	2 Years of experience	2	
	3 Years of experience	3	
	4 Years of experience	4	
	5 and more Years of experience	5	
2	Experience of Key Personnel in Pest Control Services		
	Bidders must provide a detailed CV and Operator certificate or any other relevant qualification indicating the number of experiences.		40%
	No relevant experience	0	
	Operator Certificate with less than 5 years' experience	3	
	Operator Certificate with 5 or more years' experience	5	
3	Company Track Record		
	Bidders must provide a list of contactable reference where similar service was rendered (not older than three years). The following details are to be included in the list: <ul style="list-style-type: none"> • Client name; • Services provided; • Contact person; • Contact details 		30%

	No relevant reference provided	0	
	1 relevant and contactable reference provided	1	
	2 relevant and contactable references provided	2	
	3 relevant and contactable references provided	3	
	4 relevant and contactable references provided	4	
	5 and more relevant and contactable references provided	5	
			100%
Minimum threshold is 70%			

- Bids that attain the minimum threshold of 70% for functionality shall be evaluated on preference points system.

10. Timelines

MILESTONES	DATE AND E-MAIL ADDRESS
Compulsory Briefing Sessions MS Teams	11 of April 2023 at 11:00 am
Closing Date and Time No late submissions will be accepted.	17 of April 2023 at 11:00 am
Method of submission.	<p>Responses should be submitted via email Luvuyo.Tshabalala@sabs.co.za and procurement.request@sabs.co.za</p> <p>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” will not be accepted</p> <p><i>It is the Bidder’s responsibility to ensure that the quotation is received on time by SABS.</i></p> <p>It is the Bidder’s responsibility to ensure that the quotation is received on time by SABS.</p>

Bidders interested in attending the briefing session must send a confirmation to attend via email to Luvuyo.Tshabalala@sabs.co.za NO LATER THAN 10th OF APRIL 2023 AT 15:00 PM

11. Preference Points System

Only Bidders who submitted quotations as per scope of work and mandatory requirements will be evaluated further on 80/20 preference points system of 2017. (Pricing and Specific Goal)

12. Quotation

The quotation should include but not limited to the following:

- Delivery to **SABS (Groenkloof)**
- Transportation cost

- Fixed price, where foreign currencies are involved, bidders should make provision for forward cover.

13. Contact information

All enquiries regarding this RFQ must be e-mailed/directed to Luvuyo.Tshabalala@sabs.co.za and **012 428 6225**. Bidders must not contact any other SABS' personnel regarding this RFQ, as it may lead to the Bidder's disqualification. Also note that any canvassing by Bidders/Suppliers regarding this RFQ will result in disqualification.

14. Advance payment

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

15. Responsibility for costs

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

16. Bidder's contractual terms

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

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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:

.....

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

- 2.3 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 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.

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

I 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

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

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

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.

(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.)

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)
100% Black Ownership	20	
At least 51% or more black ownership	10	
Less than 51% but more than 0% black ownership	5	
0% black ownership	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:

APPENDIX A - NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made BETWEEN

The South African Bureau of Standards (SABS), a 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 20818** 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 WHERE OF the parties hereto have executed this agreement in duplicate.

For the Bidder

Signed at..... on this.....day of2023

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

..... (name) (title)

Witness 1.

Witness 2.

For the SABS

Signed at..... on this.....day of2023

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

..... (name) (title)

Witness 1.

Witness 2.