

OUR REF	RFQ 20976
ENQUIRIES	Tintswalo Nyathi
TELEPHONE	012 428 6179
DATE	18 August 2023

RFQ 20976: REQUEST FOR QUOTATION FOR THE GEYSER TEST SOFTWARE AND HARDWARE UPGRADE.

Dear Bidder,

The South African Bureau of Standards (SABS) hereby invites you to submit a quotation for the geyser test software and hardware upgrade.

Please note the following:

- Scope of services specified on page 3.
- Closing date specified on page 9.
- SABS Procurement terms and conditions (accessed on the sabs website)
- **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
 - Non-Disclosure Agreement

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.

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

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2. Request for Quotation (RFQ)

This RFQ serves as an invitation to submit a quotation for the geyser test software and hardware upgrade, 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 sixty (60) 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. MANDATORY REQUIREMENTS

- SANAS ACCREDITATION CERTIFICATE

8. SCOPE OF SERVICE: RFQ 20976: REQUEST FOR QUOTATION FOR THE GEYSER TEST SOFTWARE AND HARDWARE UPGRADE.

Purpose of this document

The geyser test area is a test section within Appliances laboratory that was upgraded and commissioned in May 2021.

The aim of the upgrade was to achieve the following:

- Improve test turnaround time for inhouse tests that are performed on the electrical test benches.
- Increase test capacity to be able to test up to four products in parallel.
- Improve test efficiencies and reduce test errors by automating all the electrical bench tests.

When the system was fully commissioned, it was realized that the technical specification used for the upgrade had some gaps in a form of omissions and errors. These gaps prevented the system to be used optimally to its intended purpose, such that some of the automated tests could not be done on the new system and the old test benches had to be used to close the gaps. These prevented the laboratory from reaping full benefits of the test system that was implemented.

The test system has now been fully analyzed and all possible improvements have been identified to ensure that the intended purpose of the geyser test area is fully realized.

This document is aimed at ensuring that the gaps identified and the current issues on the system, preventing it from being fully usable to its intended capability are clearly identified so they can be addressed.

¹ is a user interface or dashboard that connects a person to a machine, system, or device.

Applicable and reference documents

1. SANS 151
2. SANS 60335-2-21
3. SANS 60335-1
4. Source codes for the current system developed on Adroit 10 (supplied only on request)
5. Drawings for the existing system (if needed during implementation stage)

Requirements

No	Requirement - Specifications of the upgrade on the existing test software	Detailed description
1.	TP (Temperature & Pressure) Valve Pressure test	Current situation: The sampling rate of all the tests in the system is set at 1 sample per second. When conducting this test, it has been discovered that the opening and closing of the pressure valve happens in a split of a second. The valve would open and close again and the system will not be able to capture this operation. Requirement Increase the sampling rate of the hydrostatic pressure to 200ms so as to allow for accurate capture of an opening/closing pressure. This is done on the Adroit 10 software that the system is currently running on.
2.	Test phase 2 & 3 tests – change in test voltage setting.	Current situation Test phase 2 is configured with a thermostat and run at the rated voltage x 1.15 (264.5Vac) Test phase 3 is configured with a thermostat short circuited and run at the rated voltage x 1.15 (264.5Vac) This is aimed at ensuring that the power valued at RATED POWER x 1.15. For example: • a 2kW element should run @2300W • a 3kW element should run @3450W, etc. It was noted that practically, when the voltage is adjusted to 1.15 the rated voltage, this does not proportionally equate to 1.15 the rated power. There is some change in the currents that end up either under/over supplying the power to the test sample and thereby damaging it. Requirement: Provide access to the user/test officer to be able to punch in the voltage factor to allow that the system can run at 1.15 the rated power when conducting tests in Phase 1 and Phase 2 of the test system. User must have full access

No	Requirement - Specifications of the upgrade on the existing test software	Detailed description
		to change this value as and when required when doing the test setup. This is done on the Adroit 10 software that the system is currently running on.
3.	Test software traceability	Current situation: The current system has the source codes that were developed by the original developer. There have been some changes implemented since the system was developed. These changes have been properly tracked and a full version control is being managed by the original developer. Requirement: Ensure that all the changes applied are tracked and a naming convention is available for traceability. The naming convention should follow the existing format that is currently in place.
4.	Provide a new touch screen industrial PC for the test system.	Current situation: There is currently an existing industrial PC that has been repaired a few times after experiencing some hardware failures. Surges are suspected to have caused some damage in the PC at some stage and it was repaired accordingly. The lab has also installed surge arrestors to try and prevent any similar damages in the future. The PC has also experienced some hardware and software failures afterwards, it has been deemed necessary to obtain a new PC to prevent any likely failures caused by a test PC that is no longer reliable. Requirement: The existing PC has the following specifications and it is required to obtain one with similar or better specifications: a) Screen size – 15" b) RAM - 4 GB SODDDR3 or better c) HMI method - Touch screen

No	Requirement - Specifications of the upgrade on the existing test software	Detailed description
		d) Processor – Intel Core i5 CPU, 256GB mSATA SSD or better e) Operating system – Windows 10 Pro 64-Bit
5.	Replace gears that are adjusting test voltages on Vaiacs.	Current Situation The adjustment of test voltages is done using gears that are attached to the variacs in the two console stations as shown in the picture below. The mechanism of affixing the gears seem not to be durable and it gets detached from the motor from time to time. At times, the gears themselves would quickly wear up and need replacement. Requirement: Change the gears that control the voltage supply to the test sample. Ensure that they are improved to a more durable material (for example, aluminum or any other suitable material) and ensure that they are properly fastened to prevent them getting loose during testing.
6.	Provide two small UPS for the test PCs.	Current situation: The test system has crashed in the past and this is suspected to be caused by the premature test stops when power failures are experienced. It is therefore

No	Requirement - Specifications of the upgrade on the existing test software	Detailed description
		recommended that small UPS be supplied to allow for a smoother shut down of the test PCs when the test system happens to stop due to power failures. Requirement: Provide small UPS for the test PCs to prevent them from switching off and on prematurely, thereby preventing them from potential risk of being damaged. Specifications are as follows: • 1000VA off-line UPS • Operates at 230V AC 50Hz supply. • Have provision for RJ45 port protection. Alarms for fault conditions (low battery, overload, etc)
7.	Data saving of all logged data.	Current situation At a few instances, it was noticed that some data is not properly logged and therefore test data is lost. The test data is extracted from the SQL server and is currently available in the test system. Requirement: Supplier needs to ensure that there a no glitches in retrieving the logged test data and it can be always exported to csv format correctly.
8.	Full commissioning of the entire test system	Once all the changes above are implemented. The system needs to be fully commissioned by the supplier in the presence of 2 to 3 Test Officers of this laboratory. This is to ensure that there are no issues of testing, logging, and retrieving of test data. This includes all parameters that are currently on the entire test system.
9.	Training Manual	Update of the existing training or user manual to make clear provision of the new changes implemented on the system and do a clear document review for traceability.
10.	Location of the test system	The installation is to be done in HG47, the geyser test laboratory in Appliances BU. This is where the existing system is located, and all improvements mentioned are to be done on this existing test system.

No	Requirement - Specifications of the upgrade on the existing test software	Detailed description
11.	Supplies (power, water, gas, etc)	The test PC and the mini-UPS are to be able to operate at the South African grid supply. • 230V or single phase at 50Hz frequency
12.	Environment	The equipment that are provided must be able to operate in: • Temperature: +10 to + 40°C • Humidity: 40-85%

Installation

The installation is to be done in HG47, the geyser test laboratory in Appliances BU. This is where the existing system is located, and all improvements mentioned are to be done on this existing test system.

Commissioning

Once all the changes above are implemented. The system needs to be fully commissioned by the supplier in the presence of 2 to 3 Test Officers of this laboratory. This is to ensure that there are no issues of testing, logging, and retrieving of test data. This includes all parameters that are currently on the entire test system.

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

Training

The system use training shall be provided onsite at the Appliance laboratory.

Documentation.

The following System documentation shall be provided:

- User manuals,
- Training manuals,
- Software manuals (if applicable),
- Updated source codes

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

Services to be supplied by SABS.

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

Conditions.

A proposed solution on how to achieve the requirements described in this document must be submitted to SABS.

Selection criteria

- Meet technical specifications specified in clause 3 above.
- Confirmation that the service provider will be able to provide the system.
- Confirmation that the service provider will be able to provide local system support.

Note: General selection criteria

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

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

Proposals will further be rated based on:

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

9. Timelines

MILESTONES	DATE AND E-MAIL ADDRESS
Submission of any Questions	30 August 2023 at 16:00 am
Closing Date and Time No late submissions will be accepted.	31 August 2023 at 11:00 am
Method of submission.	Responses should be submitted via email Tintswalo.Nyathi@sabs.co.za and procurement.request@sabs.co.za Maximum size 14 MB, Proposals/ Bids must be submitted on PDF Files (compressed zipped folder if necessary), Proposals/Bids submitted via a link and/or "we transfer" will not be accepted.

	<i>It is the Bidder's responsibility to ensure that the quotation is received on time by SABS.</i> It is the Bidder's responsibility to ensure that the quotation is received on time by SABS.
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10. Preference Points System

Only Bidders who submitted quotations as per scope of work will be evaluated further on 80/20 preference points system of 2022. (Pricing and Specific Goals)

11. 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.

12. Contact information

All enquiries regarding this RFQ must be e-mailed/directed to Tintswalo.Nyathi@sabs.co.za and **012 428 6179**. 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.

13. 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.

14. 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.

15. 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

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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

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:

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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% nut 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:

.....

.....

.....

Non-Disclosure Agreement

THIS AGREEMENT is made BETWEEN

RFQ 20976: REQUEST FOR QUOTATION FOR THE GEYSER TEST SOFTWARE AND HARDWARE UPGRADE.

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 20976** 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 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.