

OUR REF RFQ 201266  
ENQUIRIES Lerato Monyepao  
TELEPHONE 012 428 6055  
DATE 26 February 2024

## RFQ 201266: PROVISION OF SERVICES FOR ANNUAL FINANCIAL STATEMENT TECHNICAL REVIEW SERVICES

### Dear Bidder

The South African Bureau of Standards (SABS) hereby invites you to submit a quotation for the provision of services for annual financial statement technical review services.

The details of the service to be provided is in the attached Request for Quote, **RFQ 201266**.

Please note the following:

- Scope of services specified on page 3-4
- Closing date specified on page 6
- 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 copy of BBBEE/Sworn Affidavit (to claim specific goals)
  - SBD 4 Bidder's Disclosure
  - SBD 6.1 Preference points claim form in terms of the Preferential procurement Regulation 2022
  - Non- Disclosure agreement

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

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## 1. Background

Established in accordance with the Standards Act, 1945 (Act No. 24 of 1945), the SABS has a seventy-year history in the development and maintenance of national standards and the provision of conformity assessment services to the South African economy. The SABS 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.

The organisation is listed as a Schedule 3B entity in terms of the Public Finance Management Act. SABS Commercial is a tax paying entity currently and SABS is a tax-exempt organisation. Both entities are registered VAT vendors.

SABS and SABS Commercial have both adopted International Financial Reporting (IFRS) as its reporting framework and has a year end of 31 March 2024 year-end.

The reporting by the service provides is to be used by the Audit and Risk Committee and the Board of Directors as a mechanism in assessing the adequacy of the financial statements against the underlying schedules, general ledger and supporting documentation and the compliance thereof to IFRS, laws and regulations. The use of the report by those charged with governance sets out the criticality of the service that is to be provided.

The engagement may not be commenced until such time as a service level agreement has been signed between the SABS and the successful bidder in which the terms of performance are set and agreed.

## 2. Request for Quotation (RFQ)

This RFQ serves as an invitation to submit a quotation for **the provision of services for annual financial statement technical review services** subject to the SABS Standard Terms and Conditions, of which a copy is available on [www.sabs.co.za](http://www.sabs.co.za), accessible through the link: [https://www.sabs.co.za/Procurement/proc\\_toc.asp](https://www.sabs.co.za/Procurement/proc_toc.asp)

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

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

## 3. Confidentiality

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

#### **4. No Contract**

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

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

The SABS reserves the right to partially award the 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 Service**

7.1 The service provider is required to perform a comprehensive independent review on the two sets of Annual Financial Statements i.e. the consolidated Annual Financial Statements for SABS Group (Group and SABS Entity) as well as Annual Financial Statements for the subsidiary company SABS Commercial for both the interim and the year-ended 31 March 2024. The review will aid the finalisation of the preparation of sets of Annual Financial Statements (AFS) that are fully compliant with IFRS and other applicable accounting standards and legislation.

7.2 The service provider must be independent of SABS Commercial external audit and may not be a firm that is contracted by the Auditor General South Africa (AGSA) for the audit of SABS Group, except where proper disclosure is made coupled with clear mitigation of a perceived risk of conflict of interest or potential lack of independence.

7.3 The SABS Group requires a comprehensive review, which includes but not limited to, the following services:

7.3.1 Review the trial balance and mapping to the general ledger accounts, testing alignment to the AFS.

7.3.2 Review of the consolidation and the related entries in the consolidated SABS Group Annual Financial Statements.

7.3.3 Review of adequacy and categorisation of balances and other information presented on the Annual Financial Statements against relevant supporting lead sheets and schedules, workings and/or independent valuation reports.

7.3.4 Independent technical review of the Annual Financial Statements (AFS) to assess compliance with IFRS, and other legislative requirements; identify any gaps in reporting.

7.3.5 Review of accounting policies and ensure that these are aligned to the requirements of IFRS, and any changes have been correctly dealt with in the AFS.

7.3.6 Compliance checklist to IFRS disclosure including a focus on newly adopted standards.

7.3.7 Compliance to PFMA and other regulations.

7.3.8 Casting and cross casting, reference and cross-reference checks.

7.3.9 Perform Notes tie up to the AFS.

7.3.10 Agree comparative disclosures to the audited published Annual Reports.

7.3.11 Review of disclosure notes against supporting schedules and registers.

7.3.12 Continuous engagement process with management during the review process.

7.3.13 Review of amended AFS as submitted by management and issue a final report.

7.4 Four sets of financial statements for year-ended 31 March 2024 (two sets for interim and two sets at year end) will be provided with the review expected to be finalised within 7 working days of receipt and submission of a draft report. The service provider must discuss any findings with management. Management will revert to the service provider with comments to the draft report within 2 working days of receipt thereof. The service provider shall review managements responses to the draft report and conclude the final report within 4 working days for presentation to the Audit and Risk Committee of the SABS Board.

#### 7.5 Deliverables

7.5.1 A draft report to be discussed with management.

7.5.2 Final report to be presented to the Audit and Risk Committee (ARC), covering the status of clearance of findings by Management and further review by the Review Team.

## 8. FUNCTIONALITY EVALUATION

The submissions of bids by the bidders should include:

### 1. Capacity and Capability

1.1 Provide a curriculum vitae of the team members which will demonstrate the experience in the technical capability and capacity in the preparation and/or review of financial statements prepared in terms of IFRS for entities of a similar size.

1.2 The curriculum vitae should be supported by the following:

- Evidence of accreditation and membership to professional bodies.
- Certificate of academic qualifications, and
- Any other supporting documents deemed necessary.

2. References

2.1 Provide a minimum of three (3) contactable reference letters from current/recent (not older than 5 years) clients, where similar services were rendered.

2.2 The reference letters must be on a company letter head and include the following:

- Brief description of services rendered.
- Duration of contract.
- Quality of service.
- Company address and contact person.
- Performance, and
- Level of customer satisfaction.

3. Project plan with deliverables and timelines. Demonstration of how the term of reference is to be addressed and the project plan provided should address the scope of work.

4. A statement of confirmation that the review of the four sets of AFS including the provision of the draft report must be completed within 10 working days of receipt. Management will be provided with 3 working days to amend the financial statements and address the findings from the technical review and the service provider will be given a further 3 working days for final review of the amended AFS and conclusion of the final report.

**Functionality Evaluation Criteria**

no.	Selection Criteria				
Functionality will be measured on a scale of 0-3,Very Poor:0,Poor:2,Average:2, Excellent:3				sub weight	Weight
1	Criterion	Documents to be provided	Score Allocation		
	<b>Capacity and capability</b>	Provide a curriculum vitae of the team members which will demonstrate the experience in the technical capability and capacity in the preparation and/or review of financial statements prepared in terms of IFRS for entities of a similar size. The curriculum vitae should be supported by the following:  <ul style="list-style-type: none"> <li>• Evidence of accreditation and membership to professional bodies.</li> <li>• Certificates of academic qualifications, and</li> <li>• Any other supporting documents deemed necessary.</li> </ul>	Curriculum vitae of the team with <b>inadequate experience</b> in the preparation/ evaluation of financial statements with supporting documents.	0	<b>35%</b>
			Curriculum vitae of the team with <b>adequate experience</b> in the preparation/ evaluation of financial statements with supporting documents.	2	
			Curriculum vitae of the team with <b>extensive experience</b> in the preparation/ evaluation of financial statements with supporting documents.	3	

2	<b>Client References</b>	Provide a minimum of three (3) contactable reference letters from current/recent (not older than 5 years) clients, where similar services were rendered. The reference letters must be on a company letter head and include the following: <ul style="list-style-type: none"> <li>• Brief description of services rendered.</li> <li>• Duration of contract,</li> <li>• Quality of service</li> <li>• Company address and contact person.</li> <li>• Performance; and</li> <li>• Level of customer satisfaction.</li> </ul>			<b>35%</b>
			Two or less adequate reference letters for similar services (IFRS related clients)	0	
			Three adequate reference letters for similar services (IFRS related clients)	2	
			Four or more adequate reference letters for similar services (IFRS related clients)	3	
3	<b>Project Plan</b>	Project plan with deliverables and timelines. Demonstration of how the term of reference is to be addressed and the project plan provided should address the scope of work. quality assurance reviews  A statement of confirmation that the review of the four sets of AFS including the provision of the draft report must be completed within 10 working days of receipt. Management will be provided with 3 working days to amend the financial statements and address the findings from the technical review and the service provider will be given a further 3 working days for final review of the amended AFS and conclusion of the final report			<b>30%</b>
			Project plan outside the stipulated timelines (longer service times) or not indicating adequately how the service is to be delivered.	0	
			Project plan within the stipulated timelines indicating adequately how the service is to be delivered.	5	
					<b>100%</b>
<b>Minimum threshold is 75%</b>					

## 9. Pricing structure

- Fees must be quoted at an inclusive rate for the different levels of proposed resources to be utilized as listed below:

Level of resource performing work	Rate per hour	Number of hours estimated	Total
<u>AFS technical review</u>			

## 10. Timelines

MILESTONES	DATE AND E-MAIL ADDRESS
None-compulsory briefing session	N/A
Closing Date and Time <b>No late submissions will be accepted.</b>	04 March 2024 at 11:00 am
Method of submission.	Responses should be submitted via email <a href="mailto:Lerato.Monyepao2@sabs.co.za">Lerato.Monyepao2@sabs.co.za</a> and <a href="mailto:procurement.request@sabs.co.za">procurement.request@sabs.co.za</a> <b>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</b> <b><i>It is the Bidder's responsibility to ensure that the quotation is received on time by SABS.</i></b>

## 11. Evaluations

Only Bidders who meet the minimum threshold of 75% on functional evaluation will be evaluated further on pricing.

## 12. Quotation

The quotation should include but not limited to the following:

- Pricing structure (Refer to point 10)
- Detailed all inclusive VAT costing
- Disbursements (If applicable)
- Transportation cost (If applicable)
- 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 [Lerato.Monyepao2@sabs.co.za](mailto:Lerato.Monyepao2@sabs.co.za) and **012 428 6055**. 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 interest<sup>1</sup> 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:  
.....  
.....

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<sup>1</sup> 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 consortium<sup>2</sup> 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.

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<sup>2</sup> 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 2022/22 ON PREVENTING AND COMBATING ABUSE IN THE  
SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

Signature

.....

Date

.....

Position

.....

Name of bidder

## NON-DISCLOSURE AGREEMENT:

THIS AGREEMENT is made

BETWEEN

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

AND \_\_\_\_\_ (“the Supplier”) whose registered office is at

\_\_\_\_\_  
(Hereinafter referred to as the “parties”)

WHEREAS in the course of discussions and/or negotiations with the South African Bureau of Standards, the Supplier has received or may receive in future information relating to (**RFQ 201266**) to South Africa to the South African Bureau of Standards and other related information hereinafter referred to as “Confidential Information”.

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

1. The Supplier will maintain strictly secret and confidential all information relayed or transmitted to it in any manner or form and will not divulge any part of the Confidential Information directly or indirectly to any person, firm or entity (other than such of its employees who have a need to know the Confidential Information for the purposes of fulfilling the Supplier’s obligation to the South African Bureau of Standards.
2. The Supplier shall not make copies of the Confidential Information or otherwise disseminate any of the Confidential Information (except as may be required to fulfil specific obligations towards South African Bureau of Standards) without South African Bureau of Standards express prior written consent.
4. This agreement applies to information whether or not such information is marked as or appears to be confidential and whether or not such information is of commercial use to South African Bureau of Standards or any other party.
5. This agreement shall not apply to information which:-
  - (a) the Supplier can show had been lawfully received by it prior to disclosure under this agreement.
  - (b) is in the public domain or becomes so otherwise than through breach of this agreement;

- (c) was disclosed to the Supplier by a third party who was under no obligation of confidence in respect thereof;
- 5. The South African Bureau of Standards retains ownership of Intellectual property rights on all material and processes relating to the service provided for and on its behalf by the supplier.
- 6. The Supplier shall observe its obligations under this agreement until expiry of a period of 12 months from the date of signature.

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

Signed at..... on this.....day of .....2024

On behalf of the South African Bureau of Standards ..... (signature) Lerato Monyepao

Witness 1. ....

Witness 2. ....

Signed at..... on this.....day of .....2024

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

..... (name) ..... (title)

Witness 1. ....

Witness 2. ....

## PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

**NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022**

### 1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

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

- 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:

	<b>POINTS</b>
<b>PRICE</b>	80
<b>SPECIFIC GOALS</b>	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

- 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:

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

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:

$$P_s = 80 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right) \text{ or } P_s = 90 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

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 (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)
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.

	..... <b>SIGNATURE(S) OF TENDERER(S)</b>
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....
	.....
	.....
	.....

## APPENDIX A - 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 **RFQ201266** 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.
7. 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;

- (d) 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 of .....2024

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

..... (name) ..... (title)

Witness 1. ....

Witness 2. ....

**For the SABS**

Signed at..... on this.....day of .....2024

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

..... (name) ..... (title)

Witness 1. ....

Witness 2. ....