

OUR REF RFQ 201141  
ENQUIRIES Luvuyo Tshabalala  
TELEPHONE 012 428 6225  
DATE 9<sup>th</sup> November 2023

**RFQ 201141: Appointment of a service provider to seamlessly automate the integrations between the JD Edwards ERP system and the array of business applications within the organization.**

**Dear Bidder**

The South African Bureau of Standards (SABS) hereby invites you to submit a quotation for the appointment of a service provider for the renewal of firewall licenses and support.

The details of the service to be provided is in the attached Request for Quote, **RFQ 201141**.

Please note the following:

- Scope of services specified on page 3-5
- Closing date specified on page 5
- 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 BBBEE certificate/Sworn Affidavit (Specific Goal point claim)
  - 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

**Gauteng Head Office**  
1 Dr Lategan Road, Groenkloof  
Private Bag X191  
Pretoria, 0001  
Tel +27 (0) 12 428 7911  
Fax +27 (0) 12 344 1568

**West Coast Region**  
Liesbeek Park Way, Rosebank  
PO Box 615, Rondebosch,  
Cape Town, 7701  
Tel +27 (0) 21 681 6700  
Fax +27 (0) 21 681 6701

**East Coast Region**  
15 Garth Road,  
Waterfall Park  
PO Box 30087,  
Mayville, 4058  
Tel +27 (0) 31 203 2900  
Fax +27 (0) 31 203 2907

## **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 **to seamlessly automate the integrations between the JD Edwards ERP system and the array of business applications within the organization**, subject to the SABS Standard Terms and Conditions, of which a copy is available on [www.sabs.co.za, accessible through the link: \[https://www.sabs.co.za/Procurement/proc\\\_toc.asp\]\(https://www.sabs.co.za/Procurement/proc\_toc.asp\)](http://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 South African Bureau of Standards (SABS) is a statutory body established under the Standards Act, 1945 (Act No. 24 of 1945) and operates under the latest edition of the Standards Act, 2008 (Act No. 8 of 2008). The organization serves as the national standardization institution in South Africa and has the following mandates:

### **Develop, promote, and maintain South African National Standards (SANS):**

The SABS is responsible for the creation, promotion, and upkeep of national standards in South Africa. These standards ensure quality, safety, and reliability across various industries and sectors.

### **Promote quality in connection with commodities, products, and services:**

The SABS aims to enhance and maintain quality standards for commodities, products, and services offered in South Africa. It works towards ensuring that these goods and services meet the required quality and safety standards.

### **Render conformity assessment services and assist in matters connected therewith:**

The SABS provides conformity assessment services to evaluate whether products, services, or management systems meet specific requirements or standards. This assessment ensures compliance and certification, giving assurance to customers and stakeholders.

The SABS is in a process of restructuring its macro and micro processes in line with the organizational review. Also aligning to the new operating model to enable integration and collaboration as part of transitioning into the new organizational structure. However, to address the current operational inefficiencies and support the growth of the organization, the SABS has initiated a multi-year digital transformation strategy that focuses on leveraging technology to support key business processes.

SABS operates within a complex information and communication technology (ICT) landscape that includes legacy technologies, unsupported systems, and manual processes. This setup is inadequate to meet the increasing technological demands from the core business segments which ICT & Knowledge Management support. This environment hinders seamless business transactions, introduces operational inefficiencies, and poses risks.

SABS is using the JD Edwards ERP system version 8.12, which provides a comprehensive suite of applications or modules for different business functions. The adoption of the ERP system has automated a number of core business activities, such as financial management. However, a drawback of the adopted ERP system is that it does not effectively accommodate underlying business structures and processes. As a result, a cluster of disparate business applications coexist separately from the JD Edwards ERP system, requiring manual intervention to transfer data from these source applications to the ERP system.

Therefore, SABS seeks to appoint a reputable and qualified service provider to seamlessly automate the integrations between the JD Edwards ERP system and the array of business applications within the organization. This automation will enable seamless data exchange and transactional processes, reducing operational inefficiencies and risks.

The successful service provider will be expected to provide applications integration services, and project management but not limited to the following:

#### 1.1.1. Project Coordination and Management

- Appoint a Project Manager for the project and liaison with the SABS Project Manager.
- Develop the Project Management Plan (Using the SABS template) and get a sign-off from SABS.
- Develop a project plan (Using a Microsoft Project) and get approval from SABS
- Provide project status report in line with the agreed communication plan

#### 1.1.2. Seamless Integration Services:

- JD Edwards seamless integration requirement analysis with SABS business analyst
- Integrate JD Edwards ERP system and with the applications listed below:
  - AS25 – SABS travel management system (Version AS400, SQL 2019)
  - Adobe e-Commerce – SANS Webstore, and Certificate of Compliance & Authorized Laboratories (Version Magento 2)
  - QSAdmin – Certification management (Oracle Forms Version 6, Oracle 11g)
  - SABSTAN – Standards development (Oracle Forms Version 6, Oracle 11g)
  - Laboratory Information Management System including:
    - Labware (Version 7, Oracle 11g)
    - VeriLIMS (Version 2021.4.40, SQL 2012)
    - Dutoit LIMS (Bespoke, Oracle 11g)
  - CRS HR & Payroll (Version 5.3.3.6, SQL 2019)
  - SharePoint 2010 & Nintex 2010 (AB Minutes -Accreditation) – SQL 2019
  - Limelight – Digital Learning Management
- All applications are hosted on premise. Adobe e-Commerce and Limelight are hosted by vendors.

### 1.1.3. Deliverables.

- Project plan on the Microsoft plan and Project management plan
- Key milestones reports
- Project Close-out Report

## 8. Mandatory Requirement

The bidder should provide the following:

### 1.1.1. Resources (Organogram of proposed resources required)

- Bidders should have the capacity and resources to carry out proposed work according to the timelines proposed (please indicate a project plan on how the scope of work will be addressed)
- Describe the proposed staffing of the team member that will provide the service, including experience of members.

### 1.1.2. Team Qualifications and Experience (Bidders to provide CV's and qualifications/Certificates)

- Bidders must provide details of key personnel with a comprehensive CV indicating qualifications and should include details on previous work carried out by the applicable staff member, including ongoing assignments indicating capability and capacity to undertake the projects in relation to the scope of work, demonstrated clearly on CVs: All personnel to have a relevant experience as highlighted below.
  - Five (5) years or more experience of applications integration services. **Propose a minimum of three (3) resources including a Team Leader, please clearly indicate the Team Leader.**
  - Provide copies of qualifications for the proposed resources.

### 1.1.3. References

- Provide not less than 5 (five) contactable reference letters from other clients (not older than seven (7) years), where **applications integration services** were successfully rendered. Company must have rendered service not more than Seven (7) years ago.
- The reference letter must be on a client letter head and include the following:
  - Brief description of services rendered,
  - Duration of contract,
  - Company address and contact details,

## 9. Timelines

MILESTONES	DATE AND E-MAIL ADDRESS
Submission of any Questions	N/A
Closing Date and Time <b>No late submissions will be accepted.</b>	<b>15 November 2023 at 11:00 am</b>

Method of submission.	<p>Responses should be submitted via email  <a href="mailto:Luvuyo.Tshabalala@sabs.co.za">Luvuyo.Tshabalala@sabs.co.za</a> and  <a href="mailto:procurement.request@sabs.co.za">procurement.request@sabs.co.za</a></p> <p><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></p> <p><b><i>It is the Bidder’s responsibility to ensure that the quotation is received on time by SABS.</i></b></p> <p><b><i>It is the Bidder’s responsibility to ensure that the quotation is received on time by SABS.</i></b></p>
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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 Goal)

## 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 [Luvuyo.Tshabalala@sabs.co.za](mailto: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.

## 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 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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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 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

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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.

and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.  
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6  
OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE  
SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

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

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

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

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**1. GENERAL CONDITIONS**

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

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

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

- a) The applicable preference point system for this tender is the **90/10** preference point system.
- b) The applicable preference point system for this tender is the **80/20** preference point system.
- c) Either the **90/10 or 80/20 preference point system** will be applicable in this tender. The lowest/highest acceptable tender will be used to determine the accurate system once tenders are received.

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

- (a) Price; and
- (b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

	POINTS
<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:

**80/20**

**or**

**90/10**

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

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:

**80/20**

or

**90/10**

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

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% but more than 0% black ownership	5	
0% black ownership	0	
<b>VALID BBBEE CERTIFICATE/SWORN AFFIDAVIT (SPECIFIC GOAL POINT)</b>		

#### **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 proprietor
- 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 201141: Appointment of a service provider to seamlessly automate the integrations between the JD Edwards ERP system and the array of business applications within the organization**, 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 of .....2023

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 .....2023

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

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

Witness 1. .....

Witness 2. .....