

OUR REF RFQ 201583
ENQUIRIES Luvuyo Tshabalala
TELEPHON 012 428 6225
DATE 3rd December 2024

RFQ 201583: Appointment of a Service Provider for the provision of employee wellness program.

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 provision of employee wellness program.

The details of the service to be provided is in the attached Request for Quote, **RFQ 201583**.

Please note the following:

- Scope of services specified on page 3-6
- Closing date specified on page 7
- 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

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1. Background

The SABS is a statutory body established in term of Standards Act, 1945 (Act No. 24 of 1945) and continues to operate in terms of the Standards Act, 2008 (Act No. 8 of 2008) as the national standardization institution in South Africa, mandated to:

- develop, promote and maintain South African National Standards;
- promote quality in connection with commodities; and
- render conformity assessment services and matters connected therewith.

2. Request for Quotation (RFQ)

This RFQ serves as an invitation to submit a quotation for the **Appointment of a Service Provider for the provision of employee wellness program**, subject to the SABS Standard Terms and Conditions, of which a copy is available on www.sabs.co.za, accessible through the link: https://www.sabs.co.za/Procurement/proc_toc.asp

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

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

3. Confidentiality

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

4. No Contract

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

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

5. No Obligation to Proceed

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

6. Validity of Proposals

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

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

7. Scope of Work

An Employee Wellness Program (EWP) is a work-based program that provides employees with confidential support for various personal and professional issues that may affect their work performance, mental health, and overall well-being. EWPs typically offer counselling, resources, and referrals for a wide range of issues including mental health, financial concerns, legal problems, family and relationship challenges, substance abuse, and stress management.

Employee Wellness Program benefits:

- Improves Employee Well-being: EWP provide employees with support for mental and emotional health, helping them cope with challenges like stress, anxiety, depression, and personal conflicts. This leads to improved morale and overall well-being.
- Enhances Productivity: Personal problems often distract employees, reducing their focus and productivity. By addressing these issues through an EAP, employees can remain more engaged and effective at work.
- Reduces Absenteeism: By helping employees manage issues like stress, burnout, or health concerns, EWPs can reduce the frequency of absenteeism and improve attendance.
- Fosters a Supportive Culture: An EWP demonstrates that the organization values its employees and is committed to their health and success, fostering a culture of care, support, and loyalty.
- Reduces Turnover and Retention Costs: Employees who feel supported are more likely to remain with the company. By helping employees manage crises and personal difficulties, an EAP can reduce turnover rates and associated recruitment and training costs.
- Mitigates Workplace Conflicts: Counseling and mediation services help employees manage interpersonal conflicts, which can improve teamwork and reduce workplace tensions.

- Encourages Early Problem Resolution: EAPs provide early intervention for issues before they escalate into larger problems that could disrupt the workplace, whether it's performance issues or severe personal challenges.

The Scope

Employee Wellness Program (EWP) Design

- Review the current EWP Policy and procedures and propose amendments, mapping the process flows and outlining the value add to the organization
- Aligning policies and procedures as per SOP 100
- Provide the organization with a Behavior Risk Management (BRM) and /or climate survey and report in the first six months of the contract.
- Provide planning and maintenance schedule for the EWP at the SABS
- Design of promotional and communication plans and campaigns aligned to the SABS wellness campaign

Consulting Services

- 24/7/365 days Counselling Services including various options of accessing EWP service such as but not limited to a toll-free number, mobile device app, online services, call-back and email services.
- Services are available to all employees of SABS, and their immediate family members located in the Republic of South.
- Immediate family members: The spouse, partner, children and/or any person residing in the same household with the 'eligible employees' and is financially dependent on the SABS employee.
- Minimum of six (6) Face-to-Face Counselling Services per person per year (per condition) provided.
- Trauma Support including on-site Stress Debriefing; Trauma debriefing within 48-72 hours, Trauma diffusion within 24 hours)
- Counseling Services: Professional counselors provide short-term therapy or refer employees to longer-term treatment when necessary.
- Crisis Intervention: Support during personal crises such as trauma, bereavement, or critical life changes.
- Work-Life Solutions: Assistance with balancing work and personal life, including childcare, eldercare, or legal issues.
- Substance Abuse Programs: Support for individuals struggling with drug or alcohol dependencies.
- Referrals: If necessary, referrals to specialized services like legal experts, financial advisors, or long-term mental health care providers.
- Counselling, Education and Support Services for all the pandemics (e.g HIV/AIDS, Covid-19) and epidemic (eg Cholera, Mpox).
- Comprehensive Online Wellbeing Services.
- Comprehensive briefing and training for managers and specialists.
- Managerial referral services;

- Family Care and Debt management
- Individual and Group Counselling session for but not limited to Stress, Financial issues, Occupational issues such as group conflicts, retrenchments.

EWP orientation and training (A total of 24 sessions per annum)

Training should be delivered onsite in a facilitated and experiential classroom-based format.

Webinars shall also form part of the awareness and training sessions. Virtual training sessions shall also be made available.

The training topics include but are not limited to the following:

- Absenteeism management
- Mental Awareness
- Disability Awareness
- Workplace assessment to accommodate people with Disability
- Team Cohesion
- Managing Conflict in the workplace
- Financial Fitness
- Change Resilience
- Stress management
- Topics on the National Health calendar and Pandemics

In case of pandemics such as Covid-19 there shall be a monthly podcast or sound bite sent to the SABS (12 on an annual basis).

There shall be a minimum of three posters sent to the SABS monthly. (36 posters per annual basis)

There shall be a minimum of three topics sent to the SABS monthly. (36 topics per annual basis)

Reporting

- Monthly, Quarterly, and annual reporting
- Quarterly engagement review and discussion/presentation to HSE representations, Management and Exco as and when required.
- Quarterly and Annual statistical report.
- Dedicated key Accounts Manager
- Ad hoc meetings with internal program co coordinators
- Special reports as and when required
- Monthly on-site meetings with SABS as and when required
- Development of the SABS wellness strategy
- Wellness strategy to be reviewed as and when required

Marketing Materials

- Plan and assist with wellness days and events
- Health and Wellness promotion, awareness, and campaigns as per National Health calendar
- Regular provision (at least quarterly) of health promotion information.
- Provide the organization with wallet cards for 900 employees on an annual basis
- Provide the organization with wellness gifts to the value of R30.00 per annum for 900 employees on an annual basis

- Provide monthly information on wellness.

On-site service

- Onsite clinic counselling services (Twice a week, 4 hour a day sessions).
- Provide 12 counselling group sessions as and when required per annum
- Provide 24 emotional impact sessions as and when required per annum
- E Care (online wellness service) Service for all employees (ask the Doctor)
- Wellness Portal available to all SABS employees with updated information

SABS tenant

- The employee wellness program will be available to the SABS tenant (NCC) who will have a separate dedicated line.
- All programs will be made available to the tenant.
- A total of 100 employees will be catered for.
- Reports to include tenant shall be made separately from the SABS.

N/B

- Current Utilization is +- 50%

Pricing should be as follows:

Duration	Year 1	Year 2	Year 3
Estimated Employees	900 employees	900 employees	900 employees
Cost Ex Vat	R 548 522,40	R 573 205,91	R 599 000,17

8. Functionality Evaluation

Functionality will be measured on a scale of 1-5. 1 = poor; 2 = Average; 3 = Good; 4 = Very Good; 5 = Excellent

No.	Selection Criteria	sub weight	Weight
1	National Footprint		50%
	Bidders must provide an address as to where they are located with a call center - Pretoria, Cape Town, Secunda , East London , Richards Bay, Durban , PE , Johannesburg, (Ability to demonstrate continuity of services)		
	No address provided	0	
	1 address provided	1	
	2 addresses provided	2	

	3 addresses provided	3	
	4 addresses provided	4	
	5 and more addresses provided	5	
2	Company Track record		
	Bidder must provide contactable references where similar service was rendered (not older than 5 years and more than 400 employees) • Client name; Service provided, contact person and contact details.		
	No references provided	0	20%
	1 relevant and contactable reference provided	1	
	2 relevant and contactable reference provided	2	
	3 relevant and contactable reference provided	3	
	4 relevant and contactable reference provided	4	
	5 and more relevant and contactable reference provided	5	
3	Qualifications and experience of proposed team members		
	Bidders must provide a list of key personnel with a detailed CV indicating qualifications, registration with professional bodies (HPCSA) and relevant experience of the individuals who will be performing the assignment to SABS – Key accounts manager, Registered Psychologist, ;		
	Qualification in Nursing, Psychology, etc. plus minimum of 5 years relevant experience (Provide a CV plus proof of qualification)		30%
	No team member with qualification and/or relevant experience	0	
	Certificate - Related qualification + 5 years' experience =	1	
	NQF 6 - Related qualification+5 Years' experience =	2	
	NQF 7 - Related qualification +5 Years' experience =	3	
	NQF 8 - Related qualification +5 Years' experience =	4	
	NQF 9 and higher - Related qualification +5 Years' experience =	5	
			100%
Minimum threshold is 80%			

- **Bidders who obtained 80% and more for functionality will be evaluated further for preferential point system.**

9. Timelines

MILESTONES	DATE AND E-MAIL ADDRESS
Non-Compulsory Briefing session	Not Applicable
Closing Date and Time No late submissions will be accepted.	10th December 2024 at 11:00 am
Method of submission.	Responses should be submitted via email Luvuyo.Tshabalala@sabs.co.za and

	<p>procurement.request@sabs.co.za</p> <p>Maximum size 14 MB, Proposals/ Bids must be submitted on PDF Files (compressed zipped folder if necessary), Proposals/Bids submitted via a link and/or “we transfer” <u>will not be accepted</u></p> <p><i>It is the Bidder’s responsibility to ensure that the quotation is received on time by SABS.</i></p> <p>It is the Bidder’s responsibility to ensure that the quotation is received on time by SABS.</p>
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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 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 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**

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.

2.2.1 If so, furnish particulars:

.....
.....

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

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.

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.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN

TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON

PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT

SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature Date

.....
Position Name of bidder

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

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

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

1. GENERAL CONDITIONS

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

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

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

(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
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

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

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:

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

Specific Goal	The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Persons historically disadvantaged on the basis of race	100% black ownership		10		
	75% - 99% black ownership		8		
	60% - 74% black ownership		6		
	51% - 59% black ownership		4		
	0% - 25% black ownership		2		
	0% black ownership		0		
Persons historically disadvantaged on the basis of gender	100% black women ownership		6		
	51% - 99% black women ownership		4		
	30% - 50% black women ownership		2		

	0% black women ownership		0		
Persons historically disadvantaged on the basis of disability	100% owned by persons living with disabilities		4		
	51% - 99% owned by persons living with disabilities		2		
	0% - 50% owned by persons living with disabilities		0		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any

other remedy it may have –

- (a) disqualify the person from the tendering process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

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

Appendix A – Non-Disclosure Agreement

THIS AGREEMENT is made BETWEEN

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

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

(Hereinafter referred to as the “parties”)

WHEREAS in the course of discussions and/or negotiations with the South African Bureau of Standards, the Supplier has received or may receive in future information relating to this **RFQ 201583: Appointment of a Service Provider for the provision of employee wellness program**, 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 of2024

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

..... (name) (title)

Witness 1.

Witness 2.

For the SABS

Signed at..... on this.....day of2024

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

..... (name) (title)

Witness 1.

Witness 2.