

RFQ 201238: REQUEST FOR QUOTATION FOR THE PROVISION OF CLEANING AND HYGIENE SERVICES AT RICHARDS BAY OFFICES FOR A PERIOD OF THIRTY -SIX (36) MONTHS.**Dear Bidder,**

The South African Bureau of Standards (SABS) hereby invites you to submit a quotation for the provision of cleaning and hygiene services at Richards Bay offices for a period of thirty -six (36) months.

Please note the following:

- Scope of services specified on page 3.
- Closing date specified on page 9.
- SABS Procurement terms and conditions (accessed on the sabs website)
- **Bidder must submit the following documents with the quotation:**
 - Treasury Central Supplier Database (CSD) registration report
 - A valid certified copy of BBBEE certificate/Sworn Affidavit
 - SBD 4 Bidder's Disclosure
 - SBD 6.1 Preference points claim form in terms of the Preferential procurement Regulation 2022
 - Non-Disclosure Agreement

1. Background

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

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

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

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2. Request for Quotation (RFQ)

This RFQ serves as an invitation to submit a quotation for, of which a copy is available on the provision of cleaning and hygiene services at Richards Bay offices for a period of thirty-six (36) months, 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 **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. Mandatory Requirements: failure to submit the below will lead to a disqualification.

- CV and qualification of off-site manager
- CV of cleaner
- Hygiene waste disposal Certificate/ certificate for landfill site
- 3 contactable reference letters. The letters must be not older than seven (7) years.
- **Company Profile**
- Membership with the National Contract Cleaners Association (NCCA) or equivalent

8. Scope of work

8.1 PURPOSE OF THIS DOCUMENT

SABS is a statutory body that was established in terms of the Standards Act, 1945 (Act No. 24 of 1945) and continues to operate in terms of the latest edition 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 (SANS), promote quality in connection with commodities, products and services as well as render conformity assessment services and assist in matters connected therewith.

SABS is looking to partner with a Cleaning Services provider for the Richards Bay Office for a period of 36 months.

The Richards Bay office is located at: **57 Dollar Drive, Richards Bay CBD, Richards Bay, 3900**

8.2 APPLICABLE AND REFERENCE DOCUMENTS

List any references that may be complete understanding of this technical specification/ SOW.

1. List of references in KZN
2. Company profile

8.3 REQUIREMENTS

Provide a detailed specification /SOW of the requirements, including quantities. Include drawings and photos were relevant.

SABS Mining & Minerals, Richards Bay:

Supply all cleaning and hygiene is to be done according to specification.

Site composition: Richards Bay

1. Reception
2. Main lab area
3. Admin area
4. Prep Area
5. Instrumental lab
6. Chemical storeroom
7. Sample storage area
8. Gas room

9. Entrances and Exits to building

SCOPE TO SUPPLY:

1. One cleaner required. Hours of Work: 07h00 to 16h00, Monday to Friday daily excluding Weekends and Public Holidays.
2. All Equipment, Chemicals, Cleaning Materials and Consumables to be provided by the supplier
3. Paper products
4. Uniform and PPE as per site requirements
(Cleaner must be issued with 2 sets of overalls per year (acid and flame proof with reflectors on arms and legs, safety shoes, safety gumboots, goggles, gloves, dust mask)
5. Equipment for cleaning including consumables for office cleaning- refuse bags, floor cleaner, furniture polish, mops, brooms, dusters. buckets
6. Sanitary bins and disposal service (fort-nightly service)
7. Annual Induction and medicals must be conducted before contract commences at the supplier's cost and certificate provided to the SABS
8. Relief cleaner for when site cleaner is on casual, annual or sick leave. The contract manager to be always aware of such occurrences.
9. Cleaner to dispose of waste water from mopping into drain and take out bins on Municipal collection dates. .
10. Consumables must be supplied as per list (Monthly and Annual checklist will be signed off by both parties). To be delivered by the 5th of every month (if the 5th falls on a weekend, delivery should happen prior)
11. Cleaner required to work according to supplied schedule and follow the COVID-19 Hygiene requirements – disinfection and sanitising

SERVICE PROVIDER TO SUPPLY CONSUMABLES ONLY WHEN REQUIRED:

Item description	Quantity	Price
Monthly stock items		
Dish Washing liquid soap	5 litre	
Floor cleaning liquid soap	5 litre	
Toilet cleaning liquid soap	5 litre	
Bleach liquid	5 litre	
Hand washing liquid soap	5 litre	
Reinol Cleaner	1 x 2 kg	
Toilet Paper	2 packs (2 x 2ply 48 per pack)	
Tidy wipes	1 box (20 packs)	
Plastic bags – refuse Medium and Large	30 medium 40 Large	

Dish swab	2	
Dish washing sponges	4	
Gloves for cleaning	2	
Jumbo Roll	1	
Furniture Polish	2	
Annual stock items		
Industrial type Mop and bucket set	1	
Window washing liquid soap	5 litre	
Cleaning cloths (dusting, wiping)	12	
Toilet Brushes	5	
Brooms (floor and carpet type)	2	
7 litre Bucket	2	
Long handle feather duster	1	
Short handle feather duster	1	
Wet Floor signage	1	
Long handle Dust scoop	1	

CLEANING SCHEDULE FOR LAB CLEANER

	Area	Description of activity	Frequency
1	Front of lab	Paved Area shall be swept and kept neat at all times.	Daily
2	Front of lab Windows	Shall be washed with water and soap, use a cloth to wipe. Inside windows shall be wiped as well	Weekly
3	Around the lab perimeter - Outside areas	Pick up all paper and dirt that has blown into the SABS yard	Weekly
4	Gates	The rail shall be free of any dirt and objects all the time.	Weekly
5	Toilets	Cleaned and smelling fresh. Floors shall be swept and mopped. Shower place, basins, toilets washed. Hand Soap shall always be available, refill when necessary. Refill paper towel dispenser when necessary. Refill toilet paper in its holder when necessary.	Daily
6	Lab and sample prep areas	Sweep and moped, the areas around equipment and bench tops shall be	Daily

		wiped. All lab equipment and PCs will be wiped with supervision from analysts.		
7	Bins	Bins in the front office, kitchen and bathroom/toilet shall be emptied out daily. Waste streams must be placed in correct bins	Daily	
8	Gas cage	Floor shall be cleaned and free from paper and debris. Gas cage must be locked after cleaning	Weekly	
9	Front offices	Floors shall be swept and mopped Neaten all office desks. Polish furniture (tables, desks, chairs, cupboards) This area shall be kept neat and tidy at all times.	Daily	
10	Carpets	Carpets in the front office area, kitchen area, shall be clean at all times	Daily	
11	Kitchen	Floors shall be swept and mopped. Dishes washed, wiped and set in their cupboards. Counters wiped and kept neat and tidy at all times. Sink washed and kept neat. Utensils in the kitchen shall be kept clean and in place (Kettle, microwave)	Daily	
12	Walls	Walls in the lab and office area shall be wiped free of dirt and grime.	Monthly	
13	Tea/Coffee service	Visitors only	Daily	
14	Stock receiving and control	Receive, verify against list and control stock levels & usage.	Monthly	
15	Vehicles	Assist to wash operations vehicle	As and when required	
16	Cleaning bottles	Assist to clean sample bottles when needed	As and when required	

HYGIENE EQUIPMENT = 2X SANI BINS TO BE PROVIDED BY THE SUPPLIER AND SERVICED FORTNIGHTLY

- Cleaning staff members are to be dressed in uniform supplied by the Service provider.
- Monthly reports to be submitted to SABS.
- Disposal certificates for hygiene waste to be submitted monthly.
- Proof of public liability insurance to cover for any theft, breakage or vandalism of SABS property that will occur because of negligence on the part of the service provider.
- This is a fixed contract, supplier to include escalations for year two and year three.
- Cleaner to follow COVID-19 hygiene requirements
- Supplier to submit a COVID-19 risk assessment report

PRICING

TABLE 1 - PRICING SCHEDULE

PROVISION OF CLEANING SERVICES FOR AT SABS RICHARDS BAY OFFICE FOR A PERIOD OF THIRTY-SIX (36) MONTHS

BIDDER'S NAME:

NOTES

1. Bidders are required to refer to the RFQ for detailed scope of work before completing the pricing schedule
2. Table 1 : Bidders must complete the "Cost per Month "(Excluding VAT) and Costs for year 1, 2 and 3 (Excluding VAT), ADD VAT AT THE BOTTOM
3. The proposed Total costs must be FIXED and ALL INCLUSIVE. This means, all direct and indirect related costs must be included in the costs. No additional costs will be considered post award.
4. Bidders must complete table 1; Failure to complete and Comply with this pricing schedule provided may render your price offer as non-responsive.

Description	Monthly	Total Year 1	Total Year 2 (Including Escalation)	Total Year 3 (Including Escalation)
Cleaner (Salary)				
Cleaning Equipment				
Cleaning Material				
Hygiene Services				
Sub Total (Excl Vat)				
Vat (15%)				

Total					
Grand Total (36 Months)					
BIDDERS' NAME:					
NAME:					
TITLE					
DATE					
SIGNATURE					

9. INSTALLATION (IF REQUIRED)

Specify who is responsible for the installation and any installation requirements.

Installation of Hygiene/Sanitary Equipment in toilets

10. COMMISSIONING (IF REQUIRED)

Specify who is responsible for the commissioning and any commissioning requirements.

The service provider will be responsible for installation and monitoring of cleaning and hygiene equipment on site.

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

11. TRAINING (IF REQUIRED)

Specify the training requirements. (Include number of employees and what training modules i.e. operation of equipment, maintenance, etc.)

The service provider will provide proof of staff training, including induction and medicals.

12. DOCUMENTATION (IF REQUIRED)

Specify the documentation required (data sheets, wiring diagrams, operation manuals, etc)

Health & Safety Policy
MSDS Document/file
Disposal certificate (monthly upon award)

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

13. Timelines

MILESTONES	DATE AND E-MAIL ADDRESS
Compulsory Briefing session	09 February 2024 at 11h00
Submission of any Questions	22 February 2024 at 16:00 pm
Closing Date and Time No late submissions will be accepted.	23 February 2024 at 11:00 am
Method of submission.	Responses should be submitted via email Tintswalo.Nyathi@sabs.co.za and procurement.request@sabs.co.za Maximum size 14 MB, Proposals/ Bids must be submitted on PDF Files (compressed zipped folder if necessary), Proposals/Bids submitted via a link and/or “we transfer” will not be accepted. <i>It is the Bidder's responsibility to ensure that the quotation is received on time by SABS.</i> <i>It is the Bidder's responsibility to ensure that the quotation is received on time by SABS.</i>

14. Preference Points System

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

15. Quotation

The quotation should include but not limited to the following:

- Delivery to **SABS (RICHARDS BAY)**
- Transportation cost
- Fixed price, where foreign currencies are involved, bidders should make provision for forward cover.

16. Contact information

All enquiries regarding this RFQ must be e-mailed/directed to Tintswalo.Nyathi@sabs.co.za and **012 428 6179**. Bidders must not contact any other SABS' personnel regarding this RFQ, as it may lead to the Bidder's disqualification. Also note that any canvassing by Bidders/Suppliers regarding this RFQ will result in disqualification.

17. 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.

18. 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.

19. Bidder's contractual terms

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

BIDDER'S DISCLOSURE**1. PURPOSE OF THE FORM**

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....
.....

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

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

a) The applicable preference point system for this tender is the **80/20** preference point system.

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

(a) “**tender**” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. **POINTS AWARDED FOR PRICE**

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

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

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:

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

P_{max} = 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—

- 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
- any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
100% Black Ownership	20	
At least 51% or more black ownership	10	
Less than 51% but more than 0% black ownership	5	
0% black ownership	0	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole 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:

.....

.....

.....

Non-Disclosure Agreement

THIS AGREEMENT is made BETWEEN

RFQ 201238: REQUEST FOR QUOTATION FOR THE PROVISION OF CLEANING AND HYGIENE SERVICES AT RICHARDS BAY OFFICES FOR A PERIOD OF THIRTY -SIX (36) MONTHS.

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 201238** for the South African Bureau of Standards and other related information hereinafter referred to as "Confidential Information".

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

1. The Supplier will maintain strictly secret and confidential all information relayed or transmitted to it in any manner or form and will not divulge any part of the Confidential Information directly or indirectly to any person, firm or entity (other than such of its employees who have a need to know the Confidential Information for the purposes of fulfilling the Supplier's obligation to the South African Bureau of Standards.
2. The Supplier shall not make copies of the Confidential Information or otherwise disseminate any of the Confidential Information (except as may be required to fulfil specific obligations towards South African Bureau of Standards) without South African Bureau of Standards express prior written consent.
3. This agreement applies to information whether such information is marked as or appears to be confidential and whether or not such information is of commercial use to South African Bureau of Standards or any other party.
4. This agreement shall not apply to information which: -
 - (a) the Supplier can show had been lawfully received by it prior to disclosure under this agreement.
 - (b) is in the public domain or becomes so otherwise than through breach of this agreement;
 - (c) was disclosed to the Supplier by a third party who was under no obligation of confidence in respect thereof;

5. The South African Bureau of Standards retains ownership of Intellectual property rights on all material and processes relating to the service provided for and on its behalf by the supplier.
6. The Supplier shall observe its obligations under this agreement until expiry of a period of 12 months from the date of signature.

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

For the Bidder

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

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

..... (name) (title)

Witness 1.

Witness 2.

For the SABS

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

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

..... (name) (title)

Witness 1.

Witness 2.