

OUR REF RFQ 201116
ENQUIRIES Tintswalo Nyathi
TELEPHONE 012 428 6179
DATE 19 October 2023

RFQ 201113: APPOINTMENT OF SERVICE PROVIDER FOR THE SUPPLY AND DELIVERY OF THE UNINTERRUPTED POWER SUPPLY FOR EAST LONDON LABORATORY EQUIPMENT TO SAFEGUARD THE EQUIPMENT AND KEEP IT POWERED DURING THE LOAD SHEDDING OR POWER INTERRUPTIONS.

Dear Bidder,

The South African Bureau of Standards (SABS) hereby invites you to provide the quotation for the supply and delivery of the uninterrupted power supply (UPS) for East London laboratory equipment to safeguard the equipment and keep it powered during the load shedding or power interruptions.

Please note the following:

- Scope of services specified on page 3.
- 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 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

Background

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

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

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

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East Coast Region

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Request for Quotation (RFQ)

This RFQ serves as an invitation to provide the quotation for quotation for the supply and delivery of the uninterrupted power supply (UPS) for East London laboratory equipment to safeguard the equipment and keep it powered during the load shedding or power interruptions 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.

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.

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.

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.

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.

RFQ 201113: APPOINTMENT OF SERVICE PROVIDER FOR THE SUPPLY AND DELIVERY OF THE UNINTERRUPTED POWER SUPPLY FOR EAST LONDON LABORATORY EQUIPMENT TO SAFEGUARD THE EQUIPMENT AND KEEP IT POWERED DURING THE LOAD SHEDDING OR POWER INTERRUPTIONS

PURPOSE OF THIS DOCUMENT

Automotive East London Laboratory is currently experiencing load shedding or power interruptions. It is suspected that this affect and damages some parts of the testing equipment. The testing manufacturer (Horiba) has recommended a stable power supply to the equipment as a long-term solution to mitigate the constant switching off and on of the equipment due to load shedding or any other unexpected power interruptions. Therefore, a decent uninterrupted power supply is requested by the laboratory to safeguard the equipment and keep it powered during the load shedding or power interruptions that the laboratory currently experiences. The purpose of the UPS is to bring the equipment to a controlled shutdown.

The Laboratory is currently performing exhaust emission testing of vehicles using sampling equipment supplied by Horiba. Most of the equipment have 220V input, thereafter these voltages are dropped further to 24 or 36 volts internally to accommodate the electronic devices that measure the exhaust gases brought into the system. Some of the equipment are running at high temperatures (191 to 220degC) during operation for the purpose of sampling. Due to these high temperatures during operation, safety devices like cooling fans and high temperature fuses are fitted to keep them at a stable standby temperature when not in use. The fuses are for protection should temperatures rise for unexpected reasons. During unplanned interruptions the high temperature components lack the heat dissipation features and the prolonged temperatures has been identified by the manufacturer as a cause of damage.

The manufacturer recommends that the equipment be provided with a UPS to provide a controlled shut down during loadshedding and to provide standby power to the equipment. The standby power connection is another feature that was requested by the manufacturer to eliminate the faults that emanate from a full-system restart after loadshedding.

The main benefits of the UPS are Controlled shutdown of equipment, prevent start-up failures and general protection of equipment valued above R12m

REQUIREMENTS

No	Requirement	Detailed description
1.	Overview	The UPS should be supplied as an indoor unit in a kiosk or kiosks that house main and supplementary components. Panels shall be fabricated from rust-free mild steel sheets, suitably reinforced to prevent warping or buckling and Panels shall have a height not exceeding 2200 mm. The cubicles to be placed within 7m from the DB box. The system to be permanently connected to the components via the existing DB thorough cables that will run in the existing cable trenches.
2.	Power ratings	140A distributed in a 3-phase system, for 2 hours minimum. 230V/400V with neutral AC both in and output, @ 50Hz Frequency, efficiency above 90% Regulation: $\pm 1\%$ from no load to full load with a -10% to $+10\%$ AC line voltage variation. Harmonics (THD) injection: Less than 4%
3.	Cabling	All cables used shall be flexible, with PVC insulation and shall be manufactured and tested in accordance with SANS 1574-1 and SANS 1574-3. All primary(non-control circuits) shall be SABS approved cables.
4.	Maintenance	The UPS system equipment shall be designed for minimum maintenance and monitoring. The UPS units are required to operate continuously; thus the systems shall be designed to facilitate easy on-line predictive maintenance
5.	Reliability	The UPS shall provide user-friendly diagnostic tools, with clear alarms signaling malfunctions of the UPS system. Failure of a module or component shall be immediately detected and alarmed to ensure maximum availability
6.	Indications	Digital display of loading, battery capacity status, power source status
7.	Battery/batteries	Deep cycle gel, maintenance free batteries (Lithium based units are preferred) The battery bank shall be able to supply the full rated capacity for a period of at least two hours, without discharging the batteries below their minimum discharge voltage per cell
8.	Load	The Supplier shall co-ordinate the design parameters of the UPS system such that it will be compatible with linear, non-linear, inductive or capacitive load
9.	Design	The UPS equipment shall be designed, constructed, wired and tested in accordance with IEC 62040. In the absence of testing a declaration by

No	Requirement	Detailed description
		an ECSA registered professional engineer or technologist have to be submitted
10.	Documentation	Operation and maintenance documentation shall include fault-tracing and fault resolution procedures. All engineering data provided for the UPS equipment shall show high level major equipment as specified and ordered.
11.	Safety	The system should be fitted with physical isolation and electrical isolation for faulty and abnormal conditions.
12.	General	The UPS system and components shall comply with the applicable National Regulator for Compulsory Specifications (NRCS) requirements. The design of the power electronic equipment shall incorporate user friendly monitoring and self-diagnostic logic and include fault reporting capabilities. Should the inverter malfunction or DC supply to the inverter be lost, the static bypass switch shall transfer the load directly to AC grid without interruption of load power

INSTALLATION

The installation, commissioning and testing will be done by the supplier. This includes the provision of the electrical COC for the building.

COMMISSIONING

Although typical UPS are just plugged and instantly configured to operate, the supplier is expected to be available and ensure that the system is properly installed, and the system is ready to be used as intended to perform the tests.

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

TRAINING

2 Day real-time operation of the system should be provided, which include 2 full discharge illustrations and basic diagnostic of common faults.

DOCUMENTATION

The following System documentation shall be provided:

- User manuals,
- Engineering drawings, basic diagnostics guide
- Calibration certificates (ILAC accredited)

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

SERVICES TO BE SUPPLIED BY SABS

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

CONDITIONS

A proposed solution on how to achieve the requirements described in this document must be submitted to SABS. **A DECLARATION OF THE TYPE OF BATTERIES USED AND THE WARRANTY OF IT SHOULD BE SUBMITTED TO THE SABS.**

SELECTION CRITERIA

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

Note: General selection criteria

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

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

Proposals will further be rated based on:

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

Timelines

MILESTONES	DATE AND E-MAIL ADDRESS
Submission of any Questions	30 October 2023 at 16:00 pm
Closing Date and Time No late submissions will be accepted.	31 October 2023 at 11:00 am
Method of submission.	Responses should be submitted via email Tintswalo.Nyathi@sabs.co.za and procurement.request@sabs.co.za Maximum size 14 MB, Proposals/ Bids must be submitted on PDF Files (compressed zipped folder if necessary), Proposals/Bids submitted via a link and/or “we transfer” will not be accepted. <i>It is the Bidder’s responsibility to ensure that the quotation is received on time by SABS.</i> It is the Bidder’s responsibility to ensure that the quotation is received on time by SABS.

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)

Quotation

The quotation should include but not limited to the following:

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

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.

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.

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.

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.

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.

- 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.

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:

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

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

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.)

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 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:	

THIS AGREEMENT is made BETWEEN.

RFQ 201113: APPOINTMENT OF SERVICE PROVIDER FOR THE SUPPLY AND DELIVERY OF THE UNINTERRUPTED POWER SUPPLY FOR EAST LONDON LABORATORY EQUIPMENT TO SAFEGUARD THE EQUIPMENT AND KEEP IT POWERED DURING THE LOAD SHEDDING OR POWER INTERRUPTIONS.

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 principal 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 201113** 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.