



OUR REF RFQ 201207
ENQUIRIES Hleketa Hlongwane
TELEPHONE 012 428 6238
DATE 26 January 2024

RFQ 201207 SABS CORPORATE WEBSITE.

Dear Bidder

The South African Bureau of Standards (SABS) hereby invites you to submit a quotation for SABS CORPORATE WEBSITE. The details of the service to be provided is in the attached Request for Quote, **RFQ 201207**.

Please note the following:

- Scope of services specified on page 3-4
- Closing date specified on page 3
- 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 (Specific Goal point claim)
 - SBD 4 Bidder's Disclosure
 - SBD 6.1 Preference points claim form in terms of the Preferential procurement Regulation 2022
 - Non-disclosure agreement

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

Gauteng Head Office

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

West Coast Region

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

East Coast Region

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

1. Background

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

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

2. Request for Quotation (RFQ)

This RFQ serves as an invitation to submit a quotation for **SABS CORPORATE WEBSITE** 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 the course of RFQ process are and will be covered by the non-disclosure agreement to be signed between the SABS and the Bidder.

4. No Contract

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

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

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. Timelines

MILESTONES	DATE AND E-MAIL ADDRESS
Compulsory briefing session	N/A
Closing Date and Time No late submissions will be accepted.	01 February 2024 at 11:00 am
Method of submission.	<p>Responses should be submitted via email Prince.hlongwane@sabs.co.za and 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" will not be accepted</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>

8. Technical Evaluation

no.	Selection Criteria	sub criteria	Sub weight	Weight
	Values:0 = very poor, 1 = poor; 2 = Average; 3 = Good; 4 = Very Good; 5 = Excellent			
1	Methodology with a detailed project plan			25%
	<ul style="list-style-type: none"> Bidders shall have the capacity and resources to carry out proposed work according to the outlined timelines (please provide a project plan on how the scope of work will be addressed). Bidders shall provide a comprehensive breakdown of their team members 	No project plan = 0	0	
		Project plan submitted, aligns to the scope, resources are allocated and meets the proposed timelines = 1	1	

	<p>(Organogram) who will be involved in the execution of the services under the agreement including the relevant qualifications and the respective experience of each member.</p> <ul style="list-style-type: none"> • Bidder shall demonstrate how their organisation is prepared to respond promptly to problems or issues which may occur. 	<p>Project plan submitted, aligns to the scope, resources are allocated and meets the proposed timelines. The plan includes risk assessment = 3</p>	3	
		<p>Project plan submitted, aligns to the scope, resources are allocated and meets the proposed timelines. The plan includes risk assessment and mitigation plan. = 5</p>	5	
2	<p>3.Team Qualifications and Experience (Bidders to provide CV's and qualification/certificates)</p>			25%
	<ul style="list-style-type: none"> • Bidders must provide details of key personnel with a comprehensive CV indicating qualifications and should include details on previous work carried out by the applicable staff member, including ongoing assignments indicating capability and capacity to undertake the projects in relation to the scope of work, demonstrated clearly on CV's. 	<p>All personnel have less than 5 year's experience = 0</p>	0	
	<ul style="list-style-type: none"> • All personnel to have a relevant qualification as highlighted below: i. Project Manager: • Bachelor's degree in project management or a related field. 	<p>All personnel have 5 year's experience = 1</p>	1	
		<p>All personnel have 5 years' experience and relevant qualifications (submit copy of qualifications) = 3</p>	3	

	<ul style="list-style-type: none"> • At least 5 years of project management experience in web development projects. • PMP or PRINCE2 certification. <p>ii. Technical Lead:</p> <ul style="list-style-type: none"> • National Diploma / bachelor's degree in computer science, IT, or a related field. • At least 7 years of relevant experience in web development, with expertise in the chosen technology stack for the project - ASP.NET web application framework with C#. 	All personnel have 5 years' experience and required qualifications (submit copy of qualifications) = 5	5	
3	Track record			25%
	<ul style="list-style-type: none"> • The service provider shall submit a Portfolio of Evidence (PoE) which demonstrates their experience in designing and developing corporate websites for organizations with similar size and complexity as the South African Bureau of Standards (SABS), particularly those with multiple divisions and business units. 	No Portfolio of Evidence = 0	0	
	<ul style="list-style-type: none"> • The submitted Portfolio of Evidence must include the following components: <ul style="list-style-type: none"> • Detailed case studies of corporate websites previously designed and developed by the prospective service provider. (These projects must have been executed within the past six (6) years) • Visual and functional representations of the websites developed, including screenshots, site maps, and interactive features. Alternatively, the service provider shall provide a link to the live website. 	Portfolio of Evidence = 1	1	
	<ul style="list-style-type: none"> • Testimonials, references, or endorsements from previous clients 	Portfolio of Evidence with links to live websites = 3	3	
		Portfolio of Evidence with Detailed case studies of corporate websites	5	

	<p>within similar organizations.</p> <ul style="list-style-type: none"> Any additional relevant documentation that showcases the prospective service provider's capabilities. 	<p>previously designed and developed by the prospective service, link to the live website = 5</p>		
4	Experience and Track record			25%
	<ul style="list-style-type: none"> The service provider shall provide contactable reference from other clients (not older than six (6) years), where the requested services were successfully rendered. Company must have rendered services not more than six (6) years ago. The reference should include the following: <ul style="list-style-type: none"> Brief description of services rendered, Duration of contract, Company address and contact details, 	less than 1 Clients Reference = 0	0	
		1 Clients Reference = 1	1	
		3 Clients Reference = 3	3	
		5 Clients Reference = 5	5	
Minimum threshold is 80%				100%

Bidders who meet the minimum threshold of 80% will be evaluated further on 80/20 preference points system of 2022. (PRICING AND SPECIFIC GOAL)

9. Preference Points System (PRICING AND SPECIFIC GOAL)

Bidders who meet the mandatory requirements will be evaluated further on 80/20 preference points system of 2022. (PRICING AND SPECIFIC GOAL)

10. Scope of Work: SABS CORPORATE WEBSITE.

Description of services:

The contracted service provider will be responsible for designing, developing, and maintaining the South African Bureau of Standards (SABS) corporate website (including a supporting content management system). This will include information architecture, user interface design, user experience mapping and execution. The new website should enhance user experience, improve accessibility, and provide up-to-date information to stakeholders and the general public.

The contracted service provider shall be solely responsible for the implementation of the aforementioned deliverable **within** a period of three (3) months. The aforementioned shall also include the provision of

training to the relevant stakeholders. Subsequently, the contracted service provider shall also be expected to provide support and maintenance for a period of one (1) year from the date of Go-Live (handover to the South African Bureau of Standards).

The broad components of the above-mentioned project are as follows:

1. Design and development of new SABS corporate website (including content management system)
 - The contracted service provider shall develop a new visual & functional design, and layout for the SABS corporate website using the ASP.NET web application Front-End Libraries and Frameworks (e.g. Bootstrap, jQuery, React, Angular, or Vue.js) with C# as a programming language. The developed product shall adhere to SABS branding guidelines and business requirements. The website design needs to be modern, have a consistent look and feel across all pages on the website, and in line with the outlined requirements. It should improve user experiences when interacting with the website through design, navigation etc. The contracted service provider should improve the information architecture to provide easier navigation and search capabilities.
 - The new visual & functional design and layout of the corporate website shall reflect the distinction between the SABS and its respective subsidiary, SABS Commercial, as well as their respective divisions and business units (see below organization structure):

The aforementioned requirement can be achieved through the implementation of various design elements and strategies to distinguish between SABS Corporate and SABS Commercial sections on the corporate website.

- The contracted service provider shall create wireframes, mock-ups, and system design concepts for the corporate website's homepage and various key internal pages. These deliverables shall reflect the SABS's business requirements and brand identity, ensuring a modern and professional look.
- The contracted service provider shall develop the new South African Bureau of Standards (SABS) corporate website using the ASP.NET web application framework with C#, including front-end and back-end functionality.
- The contracted service provider shall configure the required environment for the implementation of the new SABS corporate website, ensuring it meets the necessary technical specifications and configuration requirements.
- The contracted service provider will be responsible for developing the corporate website according to the specific business requirements outlined by the various SABS business divisions and their respective business units. These divisions and business units include:

i. Accreditation

- ii. Business Solutions and Advisory Services (i.e., Training Academy)
- iii. Certification
- iv. Corporate Strategy & Stakeholder Relations
- v. Customer Partnering
- vi. Finance (i.e., Financial Strategy and Financial Reporting)
- vii. Human Capital Centre for Excellence
- viii. Supply Chain Management
- ix. Local Content
- x. Laboratory Services Division
- xi. Standards

Each business division or business unit within the SABS will have its own unique set of requirements and content that should be integrated into the new website. The service provider shall implement all required features and functionalities according to the project's consolidated business requirements specification. These shall include (but not limited to):

- i. The website should have a dedicated section to publish news and announcements. This section should be easy to update and maintain by the administrators.
- ii. The website and each business division or unit should have its own contact form to allow users to get in touch with the organization and its respective divisions or business units directly. Additionally, there should be feedback mechanisms to gather user feedback and suggestions.
- iii. The website should integrate social media links or buttons to connect with the official social media accounts of the SABS. This enables users to follow the latest updates and news on social media platforms.
- iv. The website should have a robust search feature that allows users to find relevant information across all business divisions or units. This feature enhances user experience and makes it easier to access specific content. The advanced search functionality within the corporate website shall have the ability to search entire site and content, by:
 - Perform SEO keyword searches.
 - Perform misspelled search terms/spelling mistake recognition.
 - Eliminate unavailable page results.
 - Show last search query in search box.
 - Keyword-based and full text search on all content within the website.
 - Predictive search with auto complete.

- Search by categories & tags.
 - Results shown should be filterable with relevant categories. Service provider can provide recommendation for it and the SABS will decide for the best option to apply.
- v. The website should have an option for users to subscribe to e-newsletters from the SABS. Users can receive updates, promotions, or important announcements via email.
- vi. The website should feature a dynamic organogram that outlines the organizational structure of SABS, including the SABS Board and Executive Committee. Users can hover over each executive's profile to view additional information about them.

- The service provider will need to ensure that the website caters to the needs and objectives of each division while maintaining a cohesive and unified overall design and functionality.
- The contracted service provider shall fulfil the provision of optimized coding for the corporate website.
- The corporate website shall be designed to ensure that pages are not cluttered. It should have appropriate navigation to enable visitors to directly navigate to the page they choose. It should be attractive, responsive, based on the latest technology and should facilitate availability of content of interest preferably with not more than 3 clicks. The corporate website shall have a logical and intuitive flow. It should be simple to make researching the site a pleasant user experience.
- The contracted service provider shall closely cooperate with the SABS in order to incorporate the developed brand identity elements (logo, colour palette, fonts, etc.) into the design (i.e., look and feel) of the new corporate website.

NB: Design shall be proposed by service provider and approved by the SABS.

2. Accessibility

- The contracted service provider shall ensure that the corporate website is browser independent and accessible to users through standard web browsers such as Mozilla Firefox, Google Chrome, and Safari.
- The corporate website shall be designed to be compatible with various devices, including mobile phones, tablets, and desktop computers, ensuring a seamless user experience across different platforms.
- The corporate website should be fast loading to provide the standard speed for all pages, less than 4 second.

- The corporate website should be compliant with all relevant accessibility guidelines i.e., keyboard access and visual focus, colour contrast and text resize. These accessibility features could be adjusted based on client's request.

3. Hosting

- The new SABS corporate website shall be hosted internally (on-premises) within the infrastructure of the SABS's ICT & Knowledge Management business unit. The service provider shall collaborate closely with the SABS team to ensure seamless integration of the website with the existing infrastructure, security measures, and network architecture.
- The service provider shall provision resources for the completion of the afore mentioned, and for the end-to-end deployment of the new corporate website on the SABS infrastructure.
- The service provider shall provide infrastructure/server requirements for the deployment of the development (DEV), quality assurance (QA), and production (PROD) environments **PRIOR** to the commencement of any development activities for the corporate website.

4. Content Creation and Data Migration (Including Search Engine Optimization)

- In collaboration with the SABS and **only if required**, the contracted service provider shall plan and execute the migration of the existing content from the old corporate website to the new corporate website on the SABS infrastructure/environment, ensuring that all content is accurately transferred and properly organized for easy access. The service provider shall undertake all data migration activities.
- The contracted service provider shall collaborate with the SABS to create engaging and relevant content. Moreover, the service provider shall organize and tag content relating to the SABS and its respective divisions and business units appropriately to ensure easy search and retrieval. All content on the new corporate website shall be optimized to search engine optimization best practices to enhance the corporate website's visibility on search engines. The contracted service provider should incorporate the content provided by client in a way that it is easy to understand, simple and attractive and according to SEO requirements. The corporate website shall be optimized for better search engine results (SEO optimized and SEO friendly).

5. Content Management System

- The contracted service provider shall provide and support an easy-to-use Content Management Solution/System for developing, posting, and managing the overall content on the corporate website.
- The Content Management System must:

- i. Support non-IT literate users to operate the contents within the overall rules and outlined workflows. This will include creating contents, editing, publishing across all modes including text, video etc. across all pages on the corporate website or on specific areas of the website.
 - ii. Adding, modifying, and deleting information on the corporate website should be implemented within content management system.
 - iii. Navigation on the Content Management System must be simple and easy to use.
 - iv. Allow for an easy upload of videos, photos, and documents.
 - v. Allow to preview linked YouTube Videos.
 - vi. Availability of Media Library for Uploaded Media assets.
 - vii. Download and upload features to be supported. Display of content in selected order should be supported. Drag, drop, cut, and paste options should be easily supported.
- The Content Management System should be able to offer the following built-in facilities:
 - i. Event Calendar
 - ii. Event Management
 - iii. FAQ Management
 - iv. Any other facilities needed to fulfil the requested functionalities in this document.
- The Content Management System should provide the following security features:
 - i. Audit Trail (A detailed logging of all activities performed by the backend user on the system to track changes and actions in the system)
 - ii. Login History
 - iii. Problem Notification
 - iv. SSL Support.
- The Content Management System should offer to preview content before publishing, ensuring that font type and size is uniform across all the pages.
 - Version control and rollback functions should be available, ensuring that all rollbacks are simple and easy.
6. Security and Privacy

- The contracted service provider shall implement robust security measures such as SSL certificates to safeguard the website against potential cyber threats, data breaches, and ensure secure data transmission. Moreover, the contracted service provider shall configure firewall and security measures and ensure compliance with the relevant data protection regulations (e.g., POPIA).
- Data submitted by the public to the website must be held securely (SSL standard). The service provider must provide Security/ Vulnerability testing certificate.

7. Quality Assurance & Testing

- The contracted service provider shall conduct thorough and comprehensive testing of the new corporate website across different browsers, devices, and operating systems to identify and rectify any functional or display issues, and any bugs or issues. Moreover, the contracted service provider shall perform load testing to ensure the website can handle increased traffic and user interactions. It is crucial for the contracted service provider to ensure cross-device and cross-platform compatibility.
- During the development phase, the contracted service provider shall develop a **System Testing** and **User Acceptance Testing** plan which shall be submitted for client approval.
- The **System Testing** and **User Acceptance Testing** plan shall include **ALL** testing scenarios. The corporate website must be beta tested to the SABS's satisfaction before final go live. The contracted service provider shall share the link of the corporate website in testing mode during the respective phase after finalization of the development phase and before launch of the new corporate website.
- User Acceptance Testing of the system shall be conducted in collaboration with representatives from the SABS. During the User Acceptance Testing, all the final functional requirements shall be tested. To conduct the User Acceptance Testing, the contracted service provider shall develop functional requirement checklists in agreement with the SABS. In the case of revealed discrepancy between functional requirements specifications and the outcomes of the User Acceptance Testing, the contracted service provider shall identify the revealed bugs and appropriately fix them. The revealed bugs will undergo subsequent testing to ensure compliance. This process shall go on until all the requirements in the checklists are tested and identified as correct by the SABS and approved in compliance with the final functional requirements.

8. Training and Documentation

- The contracted service provider should prepare user, design & technical manuals, and other supporting documents for the developed corporate website in an easy to understand and user-friendly language with proper diagrams, screenshots and charts wherever required.

- The contracted service provider shall conduct training to the identified SABS stakeholders.
- The contracted service provider shall develop the following documents and submit to the client as a component of the scope of this assignment:
 - i. Corporate website content developer's user guide

This document will offer all the guidelines and instructions necessary for the corporate website content developers to add modify or remove information in the system.

- The contracted service provider shall provide a training to members of the SABS to enable them to operate and update the corporate website. The contracted service provider shall organize training courses for all content managers. During this training, the supplier shall train the content managers on how to use the system to add, modify, or remove content from the web-portal.

9. Deployment and Go-Live

- The contracted service provider shall ensure a smooth deployment of the new corporate website onto the SABS infrastructure/environment, meticulously handling the transition from the development phase to the live environment. Moreover, the contracted service provider shall monitor the website's performance during the initial days after go-live and address any issues promptly.

10. Project Management and Communication

- The contracted service provider shall assign a dedicated project manager to oversee the development process, act as the primary point of contact for SABS, and ensure effective communication throughout the project. The assigned project manager shall also regularly communicate project progress and updates to SABS throughout the development process. Moreover, the service provider shall utilize effective project management tools and methodologies to ensure timely delivery and efficient collaboration with all stakeholders.

11. Intellectual Property Rights

- Post-implementation, the service provider shall facilitate the transfer of ownership of the new corporate website to the SABS. The service provider shall ensure proper documentation and handover of source code.

NB: Source codes should present in a way that the programmer/analyst possessing the relevant knowledge shall be able to use it and the software codes to recreate the system from scratch. The source code shall be with detailed comments on the code.

12. Support and Maintenance

- After the official handover of the software, the contracted service provider shall provide a 12-month support and maintenance for the new corporate website. Within this support, software updates and software releases should be provided to correct the errors and bugs of the system. A contact person should be allocated from service providers team for technical support issues. The SABS's staff can report all the revealed error cases and bugs to the contracted service provider in written form (email) or by phone.
- Other tasks to be fulfilled during support and maintenance period by the contracted service provider are:
 - i. Resolution of errors/bugs reported by the client.
 - ii. Look for errors on the website and fix them.
 - iii. Support user access issues.
 - iv. Emergency tech support.
 - v. Updating the software and plugins.
 - vi. Monitoring of website (Uptime, malware scanning, DNS poisoning, etc.)
 - vii. Constant monitoring of website availability.
 - viii. Constant monitoring of the service and website speed.
 - ix. Constant monitoring of the pages for broken links.
 - x. Backups & support (weekly backups) and restoration when needed.
 - xi. Fully support Search Engine Optimization specialist/specialists introduced by the client and apply their requested adjustments/adoptions on the website.
 - xii. Data analytics (gathering and assessing traffic coverage and data)
 - xiii. Running security scans.
- During the bidding phase, potential service providers shall submit an initial plan of the project implementation within its proposal outlining the requirements. Post-contracting, the contracted service provider within the first phase of the implementation, shall develop a detailed action plan based upon the initial plan outlining all the phases of the implementation during the first stage.

NB: The SABS will organize a kick-off engagement and workshops to discuss requirements and approach.

During the development phase, the contracted service provider shall develop the initial minimum viable product (MVP) of the new corporate website and make it available for the end-user testing. In the quality assurance and testing phase, the testing of corporate website in beta mode should be

done according to the outlined testing requirements. The training of internal SABS stakeholders shall be organized and delivered according to the training requirements. In the deployment phase, the contracted service provider shall perform the final implementation of the new system, switch off the old corporate website, and run the new system in a live mode. Post go-live, in upcoming 12 months, the contracted service provider shall deliver support and maintenance based on support and maintenance requirements.

During the project, the contracted service provider shall submit the following deliverables:

Phase:	Expected Deliverable(s):	Duration:
1. Project Planning	<ul style="list-style-type: none"> • Baseline Action Plan (Project Plan) including detailed implementation activities and schedule within • Payment Schedule • Project Charter 	3 months
2. System Analysis and Design	<ul style="list-style-type: none"> • Functional Requirements Specification including technical requirements for the corporate website, visual design, site map, mock-ups, wireframes etc. 	
3. Development	<ul style="list-style-type: none"> • Minimum Viable Prototype • Demo link for the results of the development 	
4. Quality Assurance and Testing	<ul style="list-style-type: none"> • Demo link for the results of the development • User Acceptance Testing (UAT) test scripts • Test reports • Security Assessment Report 	
5. Privacy and Security	<ul style="list-style-type: none"> • Vulnerability testing certificate. 	
6. Deployment	<ul style="list-style-type: none"> • Demo link for the final result of the development • Deployment of the new SABS corporate website • All supporting manuals and other documentation as described in the documentation requirements. • Training • The final version of the corporate website migrated data, software package (including all source codes), all sub- 	

	systems, installer packages, configuration files, and all those components which are necessary for the system installation and operation (final tested and corrected version) to be handed over to the SABS.	
7. Data Migration	<ul style="list-style-type: none"> Data Migration 	Post System Deployment
8. Monitoring & Control (Support & Maintenance)	<ul style="list-style-type: none"> Provision of support and maintenance based on the support and maintenance requirements. 	For a period of 12 months post Go-Live.

11. Contact information

All enquiries regarding this RFQ must be e-mailed/directed to Prince.hlongwane@sabs.co.za and **012 428 6238**. 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.

12. 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.

13. 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.

14. 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 2022/22 ON PREVENTING AND COMBATING ABUSE IN THE
SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

NON DISCLOSURE AGREEMENT:

THIS AGREEMENT is made

BETWEEN

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

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

(Hereinafter referred to as the “parties”)

WHEREAS in the course of discussions and/or negotiations with the South African Bureau of Standards, the Supplier has received or may receive in future information relating to (RFQ 201207) for the SABS CORPORATE WEBSITE to South Africa to the South African Bureau of Standards and other related information hereinafter referred to as “Confidential Information”.

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

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

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

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

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

On behalf of the South African Bureau of Standards (signature) Prince Hlongwane

Witness 1.

Witness 2.

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

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

..... (name) (title)

Witness 1.

Witness 2.

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

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

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

1. GENERAL CONDITIONS

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

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

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

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

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

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

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

The maximum points for this tender are allocated as follows:

	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:

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

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:

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

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	
VALID BBEE CERTIFICATE/SWORN AFFIDAVIT (SPECIFIC GOAL POINT)		

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:

