

**INVITATION TO SUBMIT A PROPOSAL FOR REQUIREMENTS OF THE SOUTH AFRICAN BUREAU OF STANDARDS (SABS)**

**RFP NUMBER: 201462**

**DESCRIPTION: LABORATORY INFORMATION MANAGEMENT SYSTEM (LIMS).**

**COMPULSORY BRIEFING SESSION: 29 October 2024 at 10:00 am**

**VALUE: MS TEAM**

**[Join the meeting now](#)**

**CLOSING DATE: 08 November 2024**

**CLOSING TIME: 11:00am**

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**THE FOLLOWING PARTICULARS MUST BE FURNISHED  
(FAILURE TO DO SO MAY RESULT IN YOUR PROPOSAL BEING DISQUALIFIED)**

NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	(CODE)		(NUMBER)	
FACSIMILE NUMBER	(CODE)		(NUMBER)	
CELLPHONE NUMBER				
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				

NAME OF AUTHORISED PERSON	
SIGNATURE OF BIDDER	
CAPACITY UNDER WHICH THIS BID IS SIGNED	
DATE	

## 1. Intent

The South African Bureau of Standards (SABS) is inviting experienced and reputable (Suppliers) Bidders to submit proposals for laboratory information management system (CIMS).

## 2. 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 Request for Proposal (RFP) process are to be covered by the non-disclosure agreement signed between the SABS and the Bidder.

## 3. Procedural compliance

### 3.1 Intent to respond

An interested Bidder is required to advise the SABS of its intention to submit a proposal by completing and returning the "Intention to Respond" form (Appendix B) no later than **08 November 2024**. Should a party decide not to respond to this RFP, you are requested to continue to treat the information as confidential in perpetuity.

### 3.2 Responsibility for costs

Under no circumstances shall the SABS accept any responsibility whatsoever for any of the Bidder's costs associated with the preparation and/or submission of its Bid/Proposal, including any costs incurred by the Bidder prior to the signature, by both parties, of an agreement resulting from a successful bid.

### 3.3 Amendments to the RFP

Amendments to this document shall only be effective if agreed by the SABS and confirmed in a written addendum to the RFP. The SABS reserves the right to modify the scope of this document at any time prior to and after the award of the tender.

### 3.4 Delivery of proposals or bids

The Bidder is responsible for ensuring that the Bid/Proposal is submitted and delivered on time to [Tenders.Prince@sabs.co.za](mailto:Tenders.Prince@sabs.co.za). The SABS undertakes that the Bids/Proposals shall be stored in a secure place, opened at the same time and not before the deadline for submission.

**Note: The above email address should only be used for submission of proposals. No clarity seeking questions should be sent to this email address. (see 4.2 below)**

### 3.5 No obligation to proceed

The SABS reserves the right to discontinue the RFP process at any time prior to the formation of the envisaged agreement and will give written reasons for the cancellation upon written request to do so. The SABS, its subsidiaries, shareholders, advisors, directors, employees, representatives including the SABS Representative shall not be liable for any losses, claims or damages of whatsoever nature or howsoever arising that may be sustained by a Bidder or any other person as a result of its participation or any amendment, termination or suspension of the process set out in this RFP or its exclusion from participating in the tender process at any point. It is an express term that SABS shall in no way be liable for any indirect/consequential damages, loss of profits, etc. suffered by the Bidder during the RFP process, award, negotiating and/or contracting phase.

After any cancellation of the tender process or the rejection of all tenders due to non-compliance with the thresholds, SABS may abandon the proposed work and services, have it performed in any other manner, or re-issue a similar invitation to tender at any time.

### **3.6 No contract**

Bidders shall note that this RFP does not commit the SABS to any course of action resulting from the receipt of Bids/Proposals and the SABS may, at its discretion, reject any Bid/Proposal that does not conform to instructions and specifications that are contained herein or select a Bidder based upon its own unique set of criteria. SABS also reserves the right not to select a Bidder/award the tender. The SABS does not become bound by any obligations prior to the signature, by both parties, of an agreement - to be negotiated, resulting from a successful bid.

Nothing in this document shall be construed as a contract between the parties 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 RFP.

SABS shall not be liable for any fees incurred due to any work done/services performed by the Bidder prior to signature, by both parties, of an agreement resulting from a successful bid.

### **3.7 Validity of proposals**

The proposal shall remain valid for a period of one hundred and twenty (120) days from the submission date, where after such proposal expires. SABS retains the right, but is under no obligation, to request Bidders to extend the validity periods of their proposals, prior to expiry thereof. Such request, if any, shall be in writing. The Bidder is not obliged to extend the validity period.

### **3.8 Intellectual Property**

The Bidder undertakes that the SABS retains ownership of all Intellectual property rights on all material and processes developed that relate to the service provided for and on its behalf by the Bidder. The Bidder undertakes to transfer all said Intellectual Property Rights, whether registered and / or unregistered, to the SABS, including undertaking to sign all forms necessary to affect such transfer.

## **4. General Instructions**

### **4.1 Assumptions**

The SABS has endeavoured to provide sufficient guidance to inform Bidders' Bids/Proposals. However, it may be necessary to make some assumptions. Where assumptions have been made these must be documented in the Bid/Proposal. The SABS accepts no responsibility for assumptions made by the Bidder.

### **4.2 Requests for clarification/additional information**

Requests for additional information, questions or issues fundamental to the quality or clarity of the response should be submitted using the 'Request for Proposal Enquiry' (Appendix N). Additional information will be provided at the discretion of the SABS. The SABS also reserves the right to provide the same information to all other interested Bidders.

### 4.3 Contact information

All enquiries regarding this RFP must be e-mailed to [prince.hlongwane@sabs.co.za](mailto:prince.hlongwane@sabs.co.za). Bidders must not contact any other SABS personnel regarding this RFP as this may lead to disqualification of the bid. Also note that any canvassing by Bidders regarding this RFP will result in disqualification.

### 4.4 Timescale

The proposed timescales for the RFP process are indicated below.

Item	Milestone	Date
1	Date of RFP advertisement	14 October 2024
2	Appendix C, Non-disclosure Agreement /Confidentiality Undertaking signed and submitted	08 November 2024
3	Appendix B, Intention to respond released and submitted	08 November 2024
4	Final Date for Bidders to submit consolidated requests for clarification (Questions) Questions to be send to <a href="mailto:Prince.Hlongwane@sabs.co.za">Prince.Hlongwane@sabs.co.za</a>	29 October 2024
5	SABS clarification. (Not further clarification after this date)	29 October 2024
6	Proposal Submission Date Proposals to be send to <a href="mailto:Tenders.prince@sabs.co.za">Tenders.prince@sabs.co.za</a>	08 November 2024
7	Evaluation of proposals	11 – 22 November 2024
8	Presentations/Demonstrations	TBA
9	Awarding of Tender (Next TC seating)	TBA

### 4.5 Management summary

This section should be submitted as a separate document. The information to be provided in the Management Summary shall include, but not be limited to the following items

- Company profile
- Completed 'Statement of compliance' (Appendix K)

### 4.6 Presentations

The SABS reserve the right to request bidders to present for clarification.

### 4.7 Clarification and inspections

The SABS may submit clarification in writing on specific tender aspects to obtain a better understanding of the received bid/s. This may also include possible inspections of the Bidder's premises at an agreed upon date and time.

### 4.8 Submitting a response

#### 4.8.1 Due date

- Proposals/ Bids are to be submitted by closing date and time as stipulated on page 1.
- Proposals/ Bids must be submitted **electronically** to [Tenders.prince@sabs.co.za](mailto:Tenders.prince@sabs.co.za) indicating the tender **reference number** and **description on the subject. Maximum size must be 14MB.**
- 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.**

- The responsibility for on-time submission rests entirely with the Bidders.
- **Late submissions will NOT be accepted.**
- **The above email address should only be used for submission of proposals. No clarity seeking questions should be send to this email address.**

#### 4.8.2 Proposal format

Each proposal shall include a detailed description of the Bidder’s capabilities with regard to the requirements set out in **Appendix A and Section 5.3** of the Mandatory Evaluation.

#### 4.8.3 Central Supplier Database (CSD) Registration

Service providers and suppliers who wish to render services to SABS will no longer register at SABS directly. Suppliers will have to register on National Treasury Central Supplier Database (CSD) as per National Circular No 3 of 2015/6 – Central Supplier Database; National Treasury will maintain the database for all suppliers for Government and its institutions; and All existing and prospective suppliers are requested to register on the CSD by accessing the National Treasury website at [www.CSD.gov.za](http://www.CSD.gov.za).

### 5. Evaluation

#### 5.1 Returnable documents

Bidders must provide the following administrative compliance documents.

[TICK APPLICABLE BOX]

NO	APPENDIX	TICK
1	Appendix A Tender Requirements/ Scope of Work	
2	Appendix B Intention to Respond	
3	Appendix C SBD 4 Bidder’s Disclosure	
4	Appendix D Signed Non-disclosure agreement	
5	Appendix E SBD 6.1 Preference points claim form in terms of the Preferential procurement Regulation 2022	
6	Appendix F Signed SABS Terms & Conditions	
7	Appendix G CSD Report / Proof of banking details for international suppliers	
8	Appendix H BBBEE/ Sworn affidavit	
9	Annexure I Quotation/ Fixed Rate	
10	Appendix J Management Summary (including Statement of Compliance)	
11	Appendix K Statement of Compliance	
12	Appendix L Page 2 of the RFP Document	
13	Appendix M Audited Financial Statements	
14	Appendix N Request for Proposal Enquiry	

#### 5.2 Disqualifying criteria is as follows:

- Bidders who do not meet all the requirements as specified on the RFP document scope of work will not be evaluated any further.
- Bidders whose solution is encumbered by any Intellectual Property rights, whether registered and / or unregistered, including but not limited to Copyrights, Patents, Know-How, Registered Designs, Trademarks, Trade Secrets and the like, will not be considered for award of the bid.
- Bidders who make a misrepresentation on the above 2 points or any other material fact.

### 5.3 Tender Evaluation Process

#### 5.3.1. Mandatory requirements

- The bidder must be an accredited partner/ reseller of the proposed solution – A valid OEM letter indicating such a partnership or ownership for the proposed solution must be submitted.

**Bidders who met the mandatory requirements will be evaluated further on functionality.**

#### 5.3.2. Evaluation on Functionality

No.	Selection Criteria	sub criteria	Sub weight	Weight
<b>Values:0 = very poor, 1 = poor; 2 = Average; 3 = Good; 4 = Very Good; 5 = Excellent</b>				
1	<b>Methodology with a detailed project plan</b>			<b>25%</b>
	Bidders should have the capacity and resources to carry out proposed work according to the timelines proposed (please indicate a project plan on how the scope of work will be addressed) Describe the proposed staffing ( <b>Organogram</b> ) of the team member that will provide the service, including experience of members. Bidders must submit a proposed implementation approach and skills transfer plan	No project plan	0	
		Project plan	1	
		project plan align to propose staffing of the team members	2	
		project plan align to propose staffing of the team members and identifying project risk	3	
		Project plan align to propose staffing of the team members and identifying project risk with mitigation measures	4	
Project plan align to timelines, align to propose staffing of the team members and identifying project risk with mitigation measures.	5			
2	<b>Resources</b>			<b>25%</b>
	• Bidders must provide details of key personnel with a comprehensive CV indicating qualifications and experience, should include details on pervious work carried out by the applicable staff member, including ongoing assignments indicating capability and capacity to undertake the projects in relation to the	Technical lead only 0	0	
		Technical lead and Project Manager	1	

	<p>scope of work, demonstrated clearly on CVs: All personnel to have a relevant experience and qualifications as highlighted below.</p> <ul style="list-style-type: none"> <li>• Experience of project manager assigned to project- implemented similar projects (Professionally registered PMP / Prince2 practitioner /Scrum master)</li> </ul> <p>A Subject Matter Expert/Technical Lead experience completed similar projects as business analyst and system architect- 10 years proven experience.</p> <p>Experienced Senior Developer with proven 10 years LIMS Implementation, Migration, Support and Maintenance.</p> <ul style="list-style-type: none"> <li>• Team members must have three (3) years or more experience of LIMS Implementation, Migration, Support and Maintenance.</li> <li>• All to have relevant qualifications <ul style="list-style-type: none"> <li>o Proposed team must include a qualified software tester or quality assurance personnel, Integration Specialist, DBA and Change Manager/Trainer</li> </ul> </li> </ul>	Technical lead and Project Manager plus two team members.	2	
		Technical lead and Project Manager plus three team members.	3	
		Technical lead and Project Manager plus four team members.	4	
		Technical lead and Project Manager plus five team members and more.	5	
3	<p><b>Experience and Track record</b></p> <p>Provide not less than 5 (five) contactable reference from other clients (not older than 7 years), where LIMS implementation, support and maintenance were successfully rendered. Company must have rendered service not more than seven years ago. The reference should include the following: Brief description of services rendered, Duration of contract, Company address and contact details,</p>	less than 3 Reference Clients	0	25%
		3 Reference Clients	1	
		4 Reference Clients	2	
		5 Reference Clients	3	
		6 Reference Clients	4	
		7 Reference Clients	5	
4	<p><b>Regulatory Compliance</b></p> <p>The proposed system must comply with the following legislative framework requirements and regulations: bidders</p>	Not meeting any requirements	0	25%

should have implemented the system to an accredited laboratory: <ul style="list-style-type: none"> <li>• The laboratories are accredited to ISO/IEC 17025 data integrity</li> <li>• PTS accredited against is ISO/IEC 17043</li> <li>• SANAS requirements</li> <li>• NRCS</li> <li>• GMP Requirements</li> <li>• SAHPRA compliance requirements</li> <li>• GLP compliance</li> <li>• SAHPRA compliance requirements</li> <li>• cGMP</li> <li>• PIC/S</li> </ul>	Meeting ISO/IEC 17025 data integrity compliance requirements	1	
	Meeting ISO/IEC 17025 and SAHPRA data integrity compliance requirements	2	
	Meeting ISO/IEC 17025, SAHPRA and ISO/IEC 17043 data integrity compliance requirements	3	
	Meeting ISO/IEC 17025, ISO/IEC 17043 and SAHPRA data integrity compliance requirements	4	
	Meeting ISO/IEC 17025, ISO/IEC 17043, SAHPRA and other as per the specification data integrity compliance requirements	5	
<b>Minimum threshold is 80%</b>			<b>100%</b>

**Bidders who meet the minimum threshold of 80% on functionality will be evaluated further 80/20 preference points system of 2022.**

**5.4 Preferential point system – Pricing and SPECIFIC GOAL**

Only Bidders who submitted quotations as per scope of work and met mandatory requirements will be evaluated further on 80/20 preference points system of 2022. (Pricing and **SPECIFIC GOAL**)

**6. Feedback on Proposals**

Once the recommendation to the Bid Adjudication Committee has been approved, the successful and unsuccessful bidder(s) will be notified in writing. Successful bidder/s will be issued with a notification letter. Such notification does not constitute an agreement. The award is wholly subject to the successful Bidder entering into a duly signed contract with SABS.

**7. Contracting**

Successful bidder(s) will be required to enter a contract with the SABS. A formal Agreement will be signed with the successful bidder and SABS further reserves the right to amend, alter or delete clauses

relating to, but not limited to insurance, indemnity, undertaking, guarantees, Intellectual Property, service levels and / or tax compliance.

SABS shall not be liable for any costs expended by the bidder prior to any formal agreement being signed. **It is therefore imperative that NO SERVICES are rendered prior to the formal agreement becoming effective.**

## Appendix A – Scope of Work

THE APPOINTMENT OF THE SERVICE PROVIDER FOR THE PROVISION OF A TURNKEY SOLUTION, (SCOPE DEFINITION, DESIGN, DEVELOPMENT, DEPLOYMENT, TESTING, SUPPORT AND TRANSFER OF SKILLS) FOR THE SUCCESSFUL IMPLEMENTATION OF THE SABS LABORATORY INFORMATION MANAGEMENT SYSTEM (LIMS).

### Description of Services/Scope of Work

The South African Bureau of Standards (SABS) is seeking proposals from a reputable service provider to implement an end-to-end solution for an enterprise-wide standardized Laboratory Information Management System that will use the latest technology to automate end-to-end business processes and procedures across the Laboratory Services Division's numerous multi-product laboratories.

The contracted service provider shall design, develop, configure, validate, and install an enterprise-wide Laboratory Information Management System package that is capable of being customized as per the requirements outlined by the South African Bureau of Standards (SABS). Additionally, the contracted service provider shall also provision effective skills transfer and training to the relevant stakeholders. Subsequently, the service provider shall provide ongoing technical assistance, support, and maintenance for a period of three (3) years from the date of Go-Live (i.e., handover to the SABS).

The proposed Laboratory Information Management System shall provide improved accuracy and facilitate or support the laboratories internal processes, including sample management, data management, workflow automation, quality control and assurance, inventory management (including reagents, chemicals, and consumables), document management, sample tracking & chain of custody, reporting & analysis, and client management. Besides supporting the aforementioned internal laboratory processes which are minimum activities required for the daily operation of the laboratories within the various departments in the Laboratory Services Division, the proposed system shall include enhanced electronic capabilities such as LIMS instrument interfacing (where possible), electronic data reporting, test scheduling (including job management), electronic client billing, and equipment calibration maintenance.

At a high-level, the SABS endeavours to streamline the following core laboratory processes of the Laboratory Services Division through the implementation of the proposed enterprise-wide Laboratory Information Management System, namely:

- (i) Financial management (through direct integration with SABS financial system)
- (ii) Consignment management
- (iii) Sample management
  - a. Registration of samples till the disposal of the sample
  - b. Sample storage (i.e., environmental) management
    - i. Outlining the availability of storage and conditions that governs the storage
- (iv) Consignment/sample location management (i.e., chain of custody)
- (v) Job order management
- (vi) Scheduling (including laboratory personnel and laboratory equipment management)
- (vii) Testing management
  - a. Visibility of sample movement when it is received, preparations analysis, testing and reporting
- (viii) Consumables, reagents, and reference materials management (i.e., supply chain management)
- (ix) Document and record management (through direct integration with SABS Enterprise Content Management System)
- (x) Reporting
  - a. Reports to be signed electronically
- (xi) Stock level management
  - a. The system must prompt you to order consumables/stock levels in advance that you don't run out of stock
- (xii) Training management
  - a. The system must have the capability to capture personnel competencies.

- b. The system must have the ability to assign personnel that are certified to conduct test.
- (xiii) The system must integrate with other legacy system
  - a. Equipment and Instrument interfacing
  - b. Other SABS legacy systems
- (xiv) The system must be able to trigger notification requests
  - a. Enabling automated communication to the client. Trigger automated communication to the client
- (xv) Ability to migrate data from the legacy system and applications

The proposed enterprise-wide Laboratory Information Management System shall be designed for use within all the following laboratories across the various departments in the Laboratory Services Division:

Department	Laboratory
Chemicals & Materials	Industrial Chemistry & Petrochemicals
	Rubber Plastics, Paints, and Sealants
	Chromatography Services
	Condom Testing
	Textiles & Leather
Food & Health	Food & Water Chemistry
	Pharmaceutical Chemistry
	Food and Pharmaceutical Microbiology
	Radiation Protection Services
	Microbiology: Western Cape
	MAP
Proficiency Testing (PTS) Schemes	Coal Spec: Proficiency Testing Scheme
	Water Chemistry: Proficiency Testing Scheme
	MAP
Electro-Technical	NETFA: Short Circuit Laboratory
	NETFA: High Voltage
	NETFA: Materials & Installations Lab
	Electronics
	Appliances
	Lighting Laboratory
	Explosion Preventive Tech & Rotational Machines
Automotive, Civil, and Mechanical Testing	Automotive (Gauteng)
	Automotive (East London)
	Mechanical Testing
	Civil Testing
	Alternative Energy and Fluid Technology
Mining & Minerals	Richards Bay
	Uitkomst
	Newcastle
	Coal & Mineral Analytical
	Secunda

The proposed Laboratory Information Management System shall be capable of managing the respective laboratory's internal business processes or activities, including but not limited to:

- (i) Sales Management:
  - Sales enquiries
  - Sales/service requisitions
  - Quotations
  - Invoices

- Contracts
  
- (ii) Customer Services:
  - Correlation of customer to a job/work order
  - Customer questions and queries.
  - Customer complaints
  - Customer satisfaction surveys
  
- (iii) Consignment Management:
  - Registration of consignment
  - Correlation of registered consignment to customer
  - Tracking of consignment i.e., chain of custody
  
- (iv) Sample Management:
  - Registration of samples
  - Linking sample(s) to registered consignment (including supporting documentation).
  - Sample tracking i.e., chain of custody
  - Testing of samples (Data capturing i.e., manual data capture or integration with instruments).
  - Storage of samples
  - Sample disposal
  
- (v) Job/Work Order Management
  - Registration of new jobs
  - Linking sample(s) to a job/work order
  
- (vi) Scheduling:
  - Allocation of job/work order
  - Capacity planning and scheduling:
    - Test Officers
    - Test Instruments/Equipment
    - Environmental conditions
    - Reference materials and consumables
    - Subcontracting/outourcing
  - Re-scheduling and cancellation of jobs/work orders
  - Global visibility of plans and schedules
  - Global visibility of consumables, test analyst capability and equipment/instrument calibration.
  
- (vii) Testing:
  - Testing of sample (i.e., manual data capture or integration with instruments).
  - Create, review, and release Test Report
  - Communication with client
- (viii) Financials:
  - Facilitate client billing (including quotations and invoicing)
  - Invoicing of customer
  - Amendments to quotes/invoices (based on change in scope of tests)
  - Reversals (cancellations)
  - Pricing of jobs/work orders
  - Pricing of test methods within a specification
  
- (ix) MIS Reporting:
  - Sample-related reports
  - Employee work related reports
  - Financial related reports
  - Other management reports
  - Customized report generation
  - Consumable, reference material and equipment status reports

- Subcontracting and outsourcing testing reports
  - (x) Data entry and storage of quality control/quality assurance information
  - (xi) Electronic data transfer from instrument(s) to Laboratory Information Management System
  - (xii) Storage of instrument calibration data, technical lead/test officer training certification information, and instrument repair records
  - (xiii) Electronic data transfer to clients
  - (xiv) Maintenance of consumables or chemical inventories
  - (xv) System security features
1. Laboratory Information Management System Solutioning & Design

The service provider shall carry out the scope of work in line with the SABS project lifecycle model as per the below:

Prior to the commencement of any development activities, the service provider, in collaboration with the South African Bureau of Standards (SABS) cross-functional implementation team, shall undergo a comprehensive process of solutioning or, system analysis and design. This process aims to thoroughly examine, confirm, and validate all business requirements outlined by the SABS’s Laboratory division in the respective Business Requirements Specification(s).

The SABS reserves the right to request revisions or clarifications on the solutioning and system design documentation. The contracted service provider shall address any feedback or queries promptly.

Final approval will be granted upon the satisfaction of the SABS stakeholders with the completeness, accuracy, and alignment of the solutioning and system design documentation with the organization’s requirements.

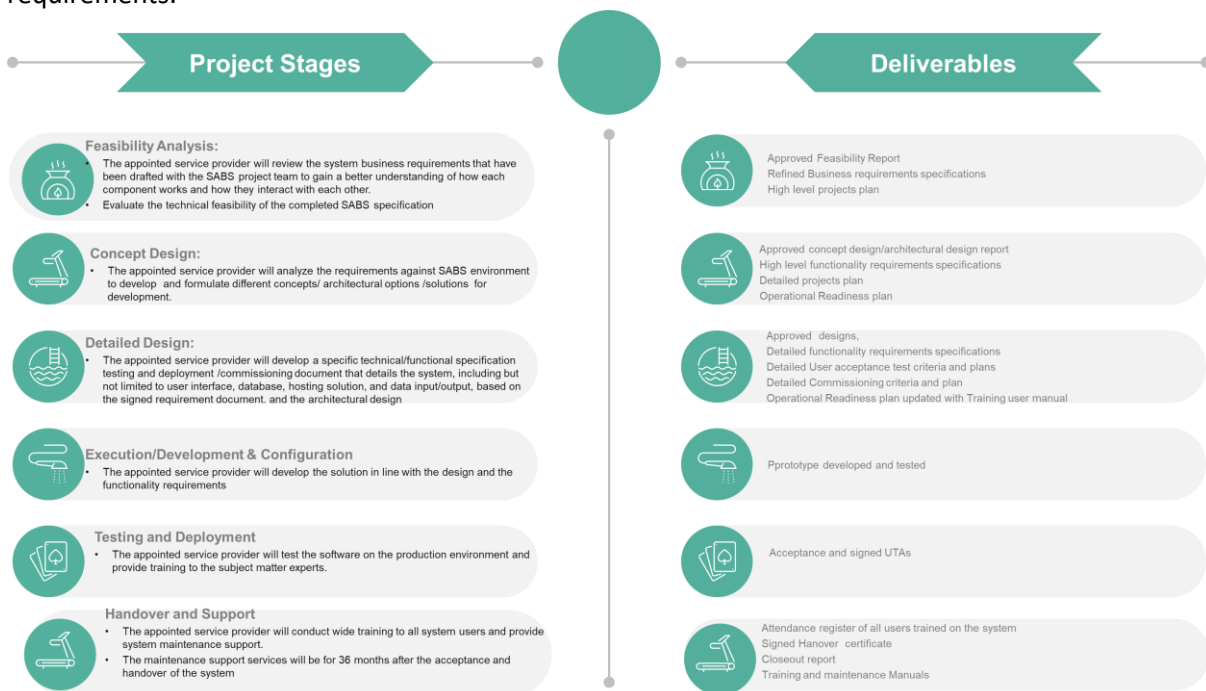


Figure1: Project Stage Gate Model-Laboratory Information Management Systems.

### 1.1. Needs Analysis

The appointed service provider will review the system business requirements that have been drafted with the SABS project team to gain a better understanding of how each component works and how they interact with each other.

Additionally, they will evaluate the technical feasibility of the completed SABS specification.

**Deliverable (not limited to):** System Requirements Document (To be reviewed and **signed** by both SABS and the contracted vendor)

## 1.2. System Design

The appointed service provider will develop a specific technical/functional specification document that details the system, including but not limited to user interface, database, the systems have the capability to be hosted on the cloud (Azure), and data input/output, based on the signed requirement document.

**Deliverable(s):** System Design document (e.g. Technical Functional specification document and architectural design documents)

The service provider shall develop an array of supporting documentation based on the validated business requirements specification. This documentation shall include, but not be limited to:

- Functional Requirements Specification:

A detailed documentation outlining the functionalities and features of the Laboratory Information Management System (LIMS), including the operations and interactions of each module within the system.

- Data Model(s):

Documentation outlining the structure and relationships of the data within the proposed Laboratory Information Management System.

- User Interface/User Experience (UI/UX) Design:

Visual representations and descriptions of the user interface, ensuring a user-friendly experience aligned with industry best practices and organizational requirements.

- Database Design:

Documentation detailing the design and structure of the proposed Laboratory Information Management System database design.

- System Architecture Design:

An overview of the proposed system architecture, illustrating the relationship between various components, modules, and interfaces. This shall include integration points with existing systems, if applicable, and a framework for data exchange between the proposed Laboratory Information Management System and other organizational tools within the SABS.

The aforementioned documentations serve as a critical component for the successful implementation of the enterprise-wide standardized Laboratory Information Management System. It provides detailed insights into the architecture, modules, functionalities, and integrations for the proposed system.

Upon completion of all the supporting solutioning and system design documentation, the contracted service provider shall submit the deliverables to the SABS for review and approval. The approval process will involve a thorough assessment by designated stakeholders within the SABS, including representatives from the Laboratory Services Division, ICT & Knowledge Management teams, and other relevant parties.

The SABS reserves the right to request revisions or clarifications on the solutioning and system design documentation. The contracted service provider shall address any feedback or queries promptly.

Final approval will be granted upon the satisfaction of the SABS stakeholders with the completeness, accuracy, and alignment of the solutioning and system design documentation with the organization's requirements.

## 2. Development & Configuration of Laboratory Information Management System

SABS conducts a diverse range of testing activities, including proficiency testing, testing, calibration, inspection, and evaluation across various technologies and industries at a total of twenty-six (26) dedicated

test laboratories, with each laboratory authorized to conduct testing in accordance with a multitude of specifications or standards.

Therefore, the contracted service provider is tasked with developing, configuring, or customization of the proposed enterprise-wide Laboratory Information Management System software as per the examined, confirmed, and validated business requirements and functional requirements specification (FRS) documents. outlined by SABS. Given that SABS operates 26 dedicated test laboratories, the LIMS must be capable of supporting the operations of each of these facilities. This includes managing testing activities, data storage, and reporting for all laboratories.

The proposed enterprise-wide Laboratory Information Management System needs to support various specifications, standards, and test methods used across different laboratories within the South African Bureau of Standards – *see spreadsheet below*. This shall include customization of workflows, data entry forms, algorithms, calculations, validations checks, and reporting templates for all specified test methods & standards. This customization ensures that the system can adapt to the specific needs of each laboratory and testing method(s).

Departments	Laboratories	Number of Laboratories/ Sections	Estimate Number of Test Methods
Chemicals & Materials	Industrial Chemistry & Petrochemicals	2	- 56 SANS Standards - 625 Test methods
	Rubber Plastics, Paints, and Sealants	1	141
	Chromatography Services	1	2X - Chromatography Techniques: - GC/GCMS - LCMSMS
	Condom Testing	1	7
	Textiles & Leather	1	85
Food & Health	Food & Water Chemistry	2	41
	Pharmaceutical Chemistry	1	200
	Food and Pharmaceutical Microbiology	8	41
	MAP	1	0
	Coal Spec: Proficiency Testing Scheme	1	0
	Water Chemistry: Proficiency Testing Scheme	1	0
	Radiation Protection Services	2 - T0065 (Radiation Protection Services) - 1201 (Metrology)	- 1201 = 5 - T0065 = 5
	Microbiology: Western Cape	2	33
Electro-Technical	NETFA: Short Circuit Laboratory	1	15
	NETFA: High Voltage	1	10
	NETFA: Materials & Installations Lab	1	66
	Electronics	1	-
	Appliances	10	142
	Lighting Laboratory	1	47
	Explosion Preventive Tech & Rotational Machines	1	65

Automotive, Civil, and Mechanical Testing	Automotive (Gauteng)	1	28
	Alternative Energy & Fluid Technology	4	120
	Automotive (East London)	1	14
	Mechanical Testing	4	106
	Civil Testing	3	89
Mining & Minerals	Richards Bay	1	22
	Uitkomst	1	6
	Newcastle	1	8
	Coal & Mineral Analytical	1	19
	Secunda	1	26

**Deliverable:** Working application/system that meets the requirements laid out in the system analysis phase, Business Requirements Specification, and Functional Requirements Specification documents.

### 3. Testing & Quality Assurance (QA)

The contracted service provider shall be responsible for executing rigorous and exhaustive testing of the proposed enterprise-wide standardized Laboratory Information Management System (LIMS). This encompasses comprehensive assessment across various devices, and operating systems to pinpoint and address any functional discrepancies, irregularities, or bugs encountered - paramount importance is placed on guaranteeing seamless cross-device and cross-platform compatibility by the contracted service provider. Additionally, the service provider must conduct load testing to verify the system's capability to effectively manage heightened concurrent traffic volumes.

During the development phase, the contracted service provider shall formulate a Testing and User Acceptance Testing (UAT) plan, which will be submitted for approval by the South African Bureau of Standards.

The Testing and User Acceptance Testing plan must encompass all testing scenarios and test cases. The plans shall include a Requirements Traceability Matrix (RTM) as an essential component. The Requirements Traceability Matrix shall serve to provide a clear and structured mapping between each test case/scenario and the corresponding functional and business requirements it validates. The Requirements Traceability Matrix shall facilitate traceability throughout the project lifecycle by establishing a link between the initial requirements (i.e., business requirements specification), the design and development phase (i.e., functional requirements specification), and the testing and validation phase. It shall serve as a reference document for stakeholders to ensure that all requirements are adequately tested and validated, thereby enhancing the overall quality and reliability of the final product.

The system must undergo comprehensive testing to the satisfaction of the South African Bureau of Standards (SABS) cross-functional implementation team before the final go live. The contracted service provider shall provide a minimum viable prototype in testing mode to utilize during the respective User Acceptance Testing phase.

User Acceptance Testing of the system will be conducted collaboratively with representatives from SABS. During User Acceptance Testing, all final functional requirements must be thoroughly tested. In the event of any discrepancy between the functional requirement specifications and the outcomes of the User Acceptance Testing, the contracted service provider must identify the revealed bugs and promptly address them. The identified bugs will then undergo subsequent testing to ensure compliance. This iterative process will continue until all requirements in the checklists are tested and validated as correct by the SABS and approved in compliance with the final functional requirements.

#### 3.1. Testing

The service provider has the responsibility to ensure that the implemented off-the-shelf or custom developed solution undergoes thorough testing. which verify that different components of the system work together

properly, and User acceptance tests, which allow end-users to test the software to ensure that it meets their standards.

**Deliverable(s) (Not limited to):** Quality Assurance Report, Signed User Acceptance Test (UAT) Report, Requirements Traceability Matrix.

#### 4. Laboratory Information Management System Validation & Qualification

System validation shall be conducted following the development and configuration of the proposed Laboratory Information Management System. Validating the proposed Laboratory Information Management System (LIMS) is a critical process to ensure that the system meets all relevant regulatory requirements, operates as intended, and produces reliable, repeatable, and accurate results.

##### (i) Installation Qualification (IQ):

Ensure that the Laboratory Information Management System (LIMS) is installed correctly and meets the vendor's specifications or internal standards. This will include:

##### - Hardware Verification:

Confirm that all hardware components required for the Laboratory Information Management System are present and installed properly. This includes servers, workstations, network devices, and any peripherals.

##### - Software Installation:

Verify that the proposed enterprise-wide standardized Laboratory Information Management System is installed correctly on designated hardware according to the vendor's instructions or internal procedures. This involves checking software versions, dependencies, and configurations.

##### - Network Configuration:

Ensure that the SABS network infrastructure, including routers, switches, firewalls, and connections, is configured to support the Laboratory Information Management System communication requirements. Test network connectivity between LIMS components and external systems, if applicable.

**Documentation:** Document all installation activities, including hardware configurations, software installations, network diagrams, and any deviations from the installation procedures.

##### (ii) Operational Qualification (OQ):

Verify that the proposed enterprise-wide standardized Laboratory Information Management System functions correctly under normal operating conditions and meets user requirements. This will include:

##### - Functional Testing:

Test the functionality of the Laboratory Information Management System by simulating typical user interactions. This includes activities such as logging in, creating & editing records, data input (manually or automated), searching for data, generating reports, and managing user permissions.

##### - Data Entry Validation:

Validate that data entry forms and fields function as intended, including validation rules, data formats, and error handling.

##### - Consignment/Sample Tracking:

Verify that the proposed Laboratory Information Management System accurately tracks the movement and status of consignment/samples throughout the laboratory workflow. This may involve creating consignment/sample records, assigning consignment/sample IDs, tracking consignment/sample location changes (i.e., chain of custody), and updating consignment/sample statuses.

##### - Instrument Integration:

If the proposed Laboratory Information Management System integrates with laboratory instruments or external systems, ensure that data exchange functions correctly and data integrity is maintained.

##### - User Interface Evaluation:

Assess the user interface for usability, accessibility, and adherence to design standards. Solicit feedback from end-users to identify any usability issues or areas for improvement.

**Documentation:** Document all test cases, test results, and any deviations observed during the operational qualification testing.

(iii) Performance Qualification (PQ):

Validate that the proposed Laboratory Information Management System performs reliably and consistently over time, meeting performance requirements and user expectations. This will include:

- Stress Testing:

Subject the Laboratory Information Management System to high loads or peak usage scenarios to evaluate its performance under stress. This may involve simulating multiple concurrent users, large data uploads, or batch processing tasks.

- Data Integrity Checks:

Verify that data stored in the LIMS remains accurate, complete, and consistent over time. This involves running integrity checks on database records, ensuring data backups are performed regularly, and implementing data retention policies.

- System Response Times:

Measure and analyze the system response times for key operations, such as data retrieval, report generation, and search queries. Ensure that response times meet predefined performance criteria.

- Scalability Assessment:

Evaluate the Laboratory Information Management System's ability to scale with growing data volumes, users, and laboratory workload. This may involve testing the system with increasing loads to identify any scalability limitations.

- System Availability:

Assess the LIMS's availability and uptime by monitoring system reliability and downtime incidents over an extended period.

**Documentation:** Document all performance testing procedures, results, and performance metrics obtained during the PQ phase.

(i) Regulatory Compliance:

- Purpose:

Regulatory compliance ensures that the proposed Laboratory Information Management System validation process aligns with relevant standards and regulations applicable to the laboratory environment.

The system must comply with the following legislative framework requirements and regulations: -

- The laboratories are accredited to ISO/IEC 17025 data integrity
- PTS accredited against is ISO/IEC 17043
- SANAS requirements
- NRCS
- GMP Requirements
- MCC licence that have its own requirements for data integrity and LIMS
- MCC data regulatory requirements
- GLP compliance
- SAHPRA
- cGMP
- PIC/S

Common standards include **ISO 17025** for testing and calibration laboratories, and Good Laboratory Practice (GLP) or Good Manufacturing Practice (GMP) guidelines for industries such as pharmaceuticals, food, and environmental testing.

- Key Activities:

1. **Gap Analysis:** Conduct a thorough review of the regulatory requirements applicable to the laboratory's operations and the specific industry it serves. Identify any gaps between these requirements and the current state of the LIMS validation process.
2. **Adherence to Standards:** Ensure that the validation activities follow the principles and guidelines outlined in relevant standards and regulations. This may involve documenting procedures, maintaining audit trails, and implementing controls to ensure data integrity, security, and traceability.
3. **Documentation and Reporting:** Maintain comprehensive documentation throughout the validation process, including protocols, test results, deviations, and corrective actions. Documentation should be organized and readily accessible for regulatory inspections and audits.
4. **Training and Awareness:** Train personnel involved in the validation process on regulatory requirements and their roles and responsibilities. Foster a culture of compliance within the laboratory to ensure ongoing adherence to regulatory standards.
5. **Continuous Improvement:** Regularly review and update validation procedures to reflect changes in regulatory requirements, industry best practices, and lessons learned from previous validation activities. Continuously monitor and assess compliance to identify areas for improvement.

By ensuring regulatory compliance throughout the validation process, laboratories can demonstrate the integrity, reliability, and traceability of their data and operations, thereby meeting the expectations of regulators and stakeholders.

5. Data Migration

As part of the scope of work for this project, the appointed service provider shall be responsible for executing a comprehensive data migration process. This process involves transferring data from all historical source applications, specifically the existing Laboratory Information Management System (LIMS) (i.e., VeriLIMS, DuToit LIMS, and LABWARE LIMS), to the newly procured enterprise-wide Laboratory Information Management System (destination applications).

System	Data Size	Comments
VeriLIMS	5-6 GB	<ul style="list-style-type: none"> <li>- Historical data from 2012 which needs to be kept alive for reference because it is linked to active plants and projects.</li> <li>- Slow data growth due to database design.</li> <li>- Volume and complexity differ, as there are 20+ methods with various checks and balances and relational links: one data set determines how multiple others are calculated and validated.</li> <li>- VeriLIMS is significantly different from others as it doesn't just handle sample tracking.</li> <li>-</li> </ul>
LABWARE LIMS	822.37 GB (Data Size)  711.32 GB (LIMS User Schema)  7.63 GB (RPS)	
DuToit LIMS	86.72 GB	

### 5.1. Implications for the Appointed Service Provider:

#### (i) Assessment and Planning:

- Conduct a thorough assessment of the existing data structures and formats in the historical LIMS.
- Develop a detailed migration plan, including timelines, resource allocation, and risk management strategies.

#### (ii) Data Extraction:

- Extract all relevant data from the historical source applications, ensuring data integrity and accuracy.
- Address and resolve any data inconsistencies or anomalies identified during the extraction process.

#### (iii) Data Transformation:

- Transform the extracted data to meet the format and structure requirements of the destination applications.
- Ensure that data transformation maintains the semantic meaning and integrity of the original data.

#### (iv) Data Loading:

- Load the transformed data into the destination applications.
- Verify that all data has been accurately and completely transferred to the new LIMS.

#### (v) Data Validation and Quality Assurance:

- Perform rigorous data validation checks to confirm the accuracy and completeness of the migrated data.
- Conduct quality assurance tests to ensure the functionality and performance of the new LIMS with the migrated data.

#### (vi) Documentation and Reporting:

- Document all stages of the data migration process, including methodologies, challenges, and resolutions.
- Provide regular progress reports to the project management team, highlighting any issues and their impact on the overall project timeline.

#### (vii) Risk Management:

- Identify potential risks associated with the data migration process and develop mitigation strategies.
- Proactively manage and communicate any risks or issues that could impact the successful completion of the data migration.

### 6. User Training & Knowledge Transfer

The contracted service provider shall provide training to the various teams within the laboratories within the various departments in the Laboratory Services Division. Moreover, the contracted service provider shall provide copies of the Laboratory Information Management System (LIMS) training manual along with appropriate training guides.

The contracted service provider should prepare supporting manuals for the developed Laboratory Information Management System in an easy to understand and user-friendly language with proper diagrams, screenshots and charts wherever required.

### 7. Deployment

The contracted service provider shall collaborate closely with SABS ICT & Knowledge Management team to ensure seamless integration and deployment of the proposed Laboratory Information Management System within the existing SABS infrastructure/environment, meticulously handling the transition to the live environment.

### 8. Change Management

As part of the scope of work for this project, the appointed service provider shall be responsible for executing a comprehensive change management process within the laboratories for the various departments in the Laboratory Services Division

The contracted 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 deployment activities for the proposed Laboratory Information Management System.

#### 9. Licensing

User License: Three Hundred (300) internal concurrent users including admin users.

#### 10. Support and Maintenance for Three (3) Years

After the official handover of the proposed Laboratory Information Management System, the contracted service provider shall provide support and maintenance for the new Laboratory Information Management System for a period of three years. 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 fielding 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 telephone.

Other tasks to be fulfilled during support and maintenance period by the contracted service provider include:

- (i) Resolution of errors/bugs reported by the client.
- (ii) Support user access issues.
- (iii) Emergency tech support.
- (iv) Updating the software and plugins.
- (v) Monitoring of software (i.e., uptime, malware scanning, DNS poisoning, etc.)
- (vi) Backups & support (weekly backups) and restoration when needed.
- (vii) Running security scans.

#### 11. Intellectual Property Rights & Ownership

Upon successful completion and implementation of the project, the service provider shall facilitate the seamless transfer of ownership for all project artifacts and documentation to the SABS. This transfer of ownership is an essential step to ensure the client's autonomy and control over the delivered solution.

##### (i) Project Artifacts:

The service provider is bound to facilitate the transfer of ownership of all project artifacts, including but not limited to:

- 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.

- System design documents
- Technical specifications
- User manuals
- Test scripts and reports
- Any other relevant project deliverables

The transfer of ownership shall be initiated within a pre-determined period of time after the project's acceptance and sign-off, unless mutually agreed otherwise in writing.

##### (ii) Documentation:

The service provider shall provide the client with copies of all project-related documentation in both electronic and, if requested, physical formats.

Documentation to be transferred includes, but is not limited to:

- (i) Project plans
- (ii) Requirement specifications
- (iii) scope documentation.
- (iv) Training materials
- (v) Support and maintenance guides

(iii) Format and Accessibility:

The service provider shall transfer the ownership in a format agreed upon by both parties. Common formats include, but are not limited to, digital files (e.g., PDF, Word, Excel) or through a mutually agreed-upon version control system.

The SABS shall have unrestricted access to the transferred artifacts and documentation without any limitations on usage, modification, or distribution.

## 12. Timelines

The expected project duration is **24 months** from the appointment date. A detailed project plan will be agreed upon and signed off during the contracting phase.

- The system should integrate with compatible laboratory equipment/instruments and other existing internal systems, including (but not limited to), Customer Relationship Management (CRM), JD Edwards ERP System/any other ERP. To automate, remove duplication, and integrate with all compatible laboratory instruments.
- Improve the management of samples.
- To ensure mandatory activities are performed and controlled with relevant records that are maintained at specific levels of the business,
- Ensure effective planning of human resources, consumables, and instrument calibration.
- Enable to reduce unnecessary workflow authorizations.
- Provide key KPI reports across various stages of the system.
- Allow each divisional sector to operate efficiently without compromising other divisions.
- Provide Document Management capability.
- The system must have the capability to be hosted on the Cloud/On-premises. (Service provider to Quote on both solutions). For a cloud solution, an appointed service provider will be required to migrate the solution to another hosting platform at the end of the contract.
- User licenses: 200 (Estimate)
- SABS has historical data which is in paper form and will need to be migrated to the system by the appointed service provider. (Date Clean up and migration is compulsory).
- Perform penetration testing.

### Deliverables (Not limited to):

- Best practice project management approach and relevant critical artifacts which include but are not limited to:
  - Project charter document
  - Project schedule using MS Project
  - Project plan document
  - RAID Log
- Reviewed and Signed System Requirements Document
- System Design Document (Technical Functional Document)
- Signed User Acceptance Test (UAT) Report
- Training plan, Training Manuals, and training

## 13. Support & Maintenance Overview

Managing the quality of a service requires the establishment of performance standards, or service levels, against which service delivery can be measured. The Service Level Agreement to be entered into between the SABS and bidder forms the basis of the contract extension negotiations. The bidder as the main contractor and SABS as the Customer and is based on:

- Support level selected for specific services;
- Infrastructure design and configuration;
- Currency of technology deployed;
- Specific requirements that may be agreed; and

- Business objectives of the Customer.

### 12.1 Services Provided Under this Agreement

The Services Provided under the SLA are Call Centre Support, Technical Services Support including Integration.

#### Services

There shall be a monthly SLA performance and other enhancement progress reporting at the customer's offices:

#### i. Inclusions

The following services shall be performed as part of the support and maintenance contract at no additional cost:

- System Patching and Upgrades (including the imbedded integration, Enterprise Services Bus (ESB) components major release upgrades)
- Monthly application performance monitoring and reporting
- On-site support and transfer of skills.
- Remote Support assistance using Remote Desktop and a Virtual Private Network as and when the client see fit.
- Daily, Weekly, Monthly, Quarterly and yearly system health checks.
- Monthly incident reporting
- Managed telephone support during Business.
- Monitored email support during Business Hours (Service Desk)
- Logging of all System related queries and requests
- Service Desk Support will be limited to questions, quick references, logging of fault reports and requests for services only.
- All Legislative changes required.
- Monthly transactional reporting.
- Daily end user application support.
- Super user and end user training.
- System configuration services.
- Security Compliance.
- Planned or Emergency Onsite assistance are part of maintenance
- As- And-When required professional service
- Professional service rate card will be used for new integration requirements
- The Integration database will be checked daily for capacity issues and any fine tuning required and/or optimizations needed.
- Provision for Security Patches and releases and minor upgrades will be done monthly and provision for with no limitation on as and when upgrades and patches are required.
- Transactional reports will be done monthly as well as capacity reports and any SLA statistics required along with inputs into the monthly SLA reporting process.
- Skills transfer and on job training to be provided to the SABS resources.
- Service Desk Support.
- **Response Time:** Time taken by the Service Provider to attend to the call or contact the Customer for more information.
- **Resolution Time:** Time taken by Service Provider to resolve the call, i.e. system function restored, program fix supplied, or practical workaround identified.

Severity	Response Time	Resolution Time
Severity 1	30 Minutes	4 hours
Severity 2	2 hours	8 hours
Severity 3	8 Hours	2 Working Days
Severity 4	24 hours	4 working days
Severity 5	36 hours	7 working days

NB:/Extended time for resolution of issues will initiate penalties by the client based on rate card as per the support personnel for that module.

ii. Incident Severity Definitions

Severity Level	General description
Severity-1 (High Priority)	Service not available– Customer Business System failure impacting
Severity-2 (Medium to High Priority)	Critical Business Impact - Business Systems Failure - Business Functional Services Unavailable or Mal Functioning
Severity-3 (Medium Priority)	Customer Business system failure impacting only certain business functions, areas or locations
Severity-4 (Low priority) Minor Business	Impact - individual Incidents, where a mal functioning of a service
Severity-5 Change requests	Change request and reporting request

iii. Service Provider Responsibilities under the Maintenance and Support Contract

- Service Provider responsibilities and/or requirements in support of this Agreement include:
- Meeting response times associated with service-related incidents.
- Appropriate notification to Customer for all scheduled maintenance.

iv. Maintain User and Training Manuals

- Create a Training Competency Plan with imbedded KPI's and Performance Matrix, to be agreed by SABS team upfront
- Train SABS ICT Staff and End Users based on the Training Plan as and when required

v. Roles and Responsibilities

- Service Provider must provide qualified resources to support the SABS delivery of the project and maintenance support and shall provide the following resources but not limited to this list. Substitution will be done either on request by the client due to non-performance or any other non-delivery. The SABS reserves the right to request replacement of any resource.

Systems Engineer /DBA	The role involves setting up, administering, maintaining and upgrading databases for an organization. DBA are also responsible for security, data storage and disaster recovery strategies.
Technical Support	Solving the problems of business, supporting, monitoring and maintaining workplace technology and responding to users' requests for service. May require professionals with specific experience and knowledge. (Service Provider)
Functional Support	Provide functional support to guide the specific use of specific applications. Configures systems according to business needs and helps develop

	processes to manage the day-to-day functioning of a program or system.
Developer	The role of a developer includes developing new modules/function or enhancing the existing modules based on approved user requirements

**Appendix B**

**Intention to respond to the Request for Proposal**

**We hereby accept / decline your Request for Proposal.**

Company: \_\_\_\_\_

Company Representative: \_\_\_\_\_

Position/Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Please state a brief reason for declining this Request for Proposal \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**1. PURPOSE OF THE FORM**

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

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

**2. Bidder's declaration**

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise,

employed by the state?

**YES/NO**

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

Full Name	Identity Number	Name of State institution

<sup>1</sup> 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 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:

.....  
.....

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

2.3.1 If so, furnish particulars:

.....  
.....

### 3 DECLARATION

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

- 3.1 I have read, and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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.

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

## Appendix D

### NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made BETWEEN

The South African Bureau of Standards (SABS), an organisation established in terms of section 2 of the Standards Act (29 of 1993), whose registered office is at 1 Dr Lategan Road, Groenkloof, Pretoria, 0001, South Africa.

AND \_\_\_\_\_ (“the Bidder”),  
Registration Number: \_\_\_\_\_ 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 Bidder has received, or may receive in future, information relating to **RFP 201462**, for the South African Bureau of Standards and other related information hereinafter referred to as “Confidential Information”. “Confidential information” shall include, but not be limited to any information disclosed by the SABS and / or any of its their affiliates, employees, agents, representatives, subcontractors and consultants to the Bidder, its employees, agents, representatives and consultants, whether orally, in writing, by graphic, pictorial or electronic format, which information includes but is not restricted to Business information, including know how, commercial and technical aspects of products, processes and services; status and capabilities of the SABS’ business; The SABS or its subcontractors’ marketing and planning programs, products specifications, Service specifications, plans, drawings, test results and findings; financial, operational and technical data; and particular types of technologies and inventions, that already currently exist or that the SABS wishes to be developed, which could be subject to intellectual property rights, whether registered and/or unregistered.

Therefore, the parties wish to agree as follows:

1. The Bidder undertakes to keep strictly secret and confidential all confidential 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 Bidder’s obligation to the South African Bureau of Standards).
2. The Bidder undertakes to 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 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 Bidder 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 Bidder by a third party who was under no obligation of confidence in respect thereof;

5. The Bidder further undertakes that the South African Bureau of Standards retains ownership of all Intellectual property rights on all material and processes developed that relate to the service provided for and on its behalf by the Bidder. The Bidder undertakes to transfer all said Intellectual Property Rights, whether registered and / or unregistered, to the SABS, including undertaking to sign all forms necessary to affect such transfer.
6. The Bidder acknowledges that the confidentiality obligations extend from signature of this agreement and survive the termination of the tender process, whether the Bidder is successful or not.

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

Signed at.....on this.....day of .....2024

On behalf of the South African Bureau of Standards ..... (signature) Hleketa Hlongwane (SCM)

Witness 1. .... Witness 2. ....

Signed at..... on this..... day of .....2024

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

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

Witness 1. .... Witness 2. ....

To: [Tenders.prince@sabs.co.za](mailto:Tenders.prince@sabs.co.za)

## Appendix F

### C1.1 Form of Offer & Acceptance

#### 1.1 Offer

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of:

**2 THE SERVICE PROVIDER FOR THE PROVISION OF A TURNKEY SOLUTION (SCOPE DEFINITION AND ANALYSIS, DESIGN, DEVELOPMENT, TESTING AND DEPLOYMENT, SUPPORT AND PROVISION OF TRAINING) FOR SUCCESSFUL DELIVERY OF THE SABS CERTIFICATION INFORMATION MANAGEMENT SYSTEM.**

The tenderer, identified in the Offer signature block, has examined the documents listed in the Tender Data and addenda thereto and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this Form of Offer and Acceptance the tenderer offers to perform all of the obligations and liabilities of the *Contractor* under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the *conditions of contract* identified in the Contract Data.

Options A	The offered total of the Prices exclusive of VAT is	R
	Sub total	R
	Value Added Tax @15% is	R
	The offered total of the amount due inclusive of VAT is3	R
	(in words)	

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the tenderer becomes the party named as the *Contractor* in the *conditions of contract* identified in the Contract Data.

Signature(s)

.....

Name(s)

.....

Capacity

.....

For the  
tenderer:

.....  
(Insert name and address of  
organization)

Name &  
signature of  
witness

Date

## 2.1 Acceptance

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the *conditions of contract* identified in the Contract Data. Acceptance of the tenderer's Offer shall form an agreement between the Employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1            Agreements and Contract Data, (which includes this Form of Offer and Acceptance)

Part C2            Pricing Data

Part C3            Scope of Work: Works Information

Part C4            Site Information

and drawings and documents (or parts thereof), which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

The tenderer shall within two weeks of receiving a completed copy of this agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the *conditions of contract* identified in the Contract Data at, or just after, the date this agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy signed between them of this document, including the Schedule of Deviations (if any).

Unless the tenderer (now *Contractor*) within five working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

Signature(s)

Name(s)

Capacity

**for the  
Employer**

Name &  
signature of  
witness

(Insert name and address of  
organisation)

Date

Note: If a tenderer wishes to submit alternative tenders, use another copy of this Form of Offer and Acceptance.

## 2.2 Schedule of Deviations to be completed by the *Employer* prior to contract award

Note:

1. This part of the Offer & Acceptance would not be required if the contract has been developed by negotiation between the Parties and is not the result of a process of competitive tendering.
2. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.
3. A tenderer's covering letter must not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid be the subject of agreement reached during the process of Offer and Acceptance, the outcome of such agreement shall be recorded here and the final draft of the contract documents shall be revised to incorporate the effect of it.

No.	Subject	Details
1		
2		
3		
4		
5		
6		
7		

By the duly authorised representatives signing this Schedule of Deviations below, the Employer and the tenderer agree to and accept this Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules, as well as any confirmation, clarification or changes to the terms of the Offer agreed by the tenderer and the Employer during this process of Offer and Acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Form shall have any meaning or effect in the contract between the parties arising from this Agreement.

**2.2.1.1 For the tenderer:**

**2.2.1.2 For the Employer**

Signature

Name

Capacity

On behalf  
of

(Insert name and address of organisation)

(Insert name and address of organisation)

Name &  
signature  
of witness

Date

**3 Part one - Data provided by the Employer**

3.1	Clause	3.2	Statement	3.3	Data
1		3.4	General	3.5	
			The <i>conditions of contract</i> are the core clauses and the clauses for main Option NEC ECC3		
			dispute resolution Option and secondary Options	A: Priced contract with activity schedule	
				W1: Dispute resolution procedure	
				X2: Changes in the law	
				X7: Delay damages	
				X16: Retention	
			of the NEC3 Engineering and Construction		"June 2005 with amendments June 2006".
10.1			The <i>Employer</i> is (Name):		SOUTH AFRICAN BUREAU OF STANDARDS (reg no: 2010/0025687/07), a state-owned company incorporated in terms of the company laws of the Republic of South Africa
			Address		Registered office at 1 Dr Lategan Road, Groen Kloof , Pretoria 0027.
10.1			The <i>Project Manager</i> is: (Name)		TBA
			Address		

Tel

Fax

e-mail

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10.1	The <i>Supervisor</i> is: (Name)	TBA
	Address	
	Tel No.	
	Fax No.	
	e-mail	

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11.2(13)	The <i>works</i> are	THE PROVISION OF A TURNKEY SOLUTION (SCOPE DEFINITION AND ANALYSIS, DESIGN, DEVELOPMENT, TESTING AND DEPLOYMENT, SUPPORT AND PROVISION OF TRAINING) FOR SUCCESSFUL DELIVERY OF THE SABS CERTIFICATION MANAGEMENT SYSTEM.
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11.2(14)	The following matters will be included in the Risk Register	The overall risk register to be submitted to the project manager of the project for review and approval.
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11.2(15)	The boundaries of the site are	1 Dr Lategan Road, Groen Kloof , Pretoria 0027.
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11.2(16)	The Site Information is in	Part 4: Site Information
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11.2(19)	The Works Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.
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12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
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13.1	The language of this contract is	English
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13.3	The period for reply is	One (1) week
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3.6

**3.7 The Contractor's main responsibilities**

Data required by this section of the core clauses is provided by the *Contractor* in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data.

**3.8**

**3.9 Time**

**3.10**

11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	18 Months
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11.2(9)	The <i>key dates</i> and the <i>conditions</i> to be met are:	<table border="1"> <tr> <th><i>Condition</i> to be met</th> <th>key date</th> </tr> <tr> <td>1   As per the approved baselined programme milestones completion dates</td> <td></td> </tr> </table>	<i>Condition</i> to be met	key date	1   As per the approved baselined programme milestones completion dates	
<i>Condition</i> to be met	key date					
1   As per the approved baselined programme milestones completion dates						

30.1	The access dates are:	<table border="1"> <tr> <th>Part of the Site</th> <th>Date</th> </tr> <tr> <td>1   TBA</td> <td></td> </tr> </table>	Part of the Site	Date	1   TBA	
Part of the Site	Date					
1   TBA						

31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	After two (2) weeks of the Contract start Date.
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31.2	The starting date is	After contract award, date TBA
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32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	After four (4) weeks/Monthly
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35.1	The <i>Employer</i> is not willing to take over the <i>works</i> before the Completion Date.	
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**3.11**

**3.12 Testing and Defects**

**3.13**

42.2	The defects date is	Fifty-two (52) weeks after Completion of the whole of the <i>works</i> .
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43.2	The defect correction period is	One (1) week
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**3.14**

**3.15 Payment**

**3.16**

50.1	The assessment interval is	The 21 days of each successive month.
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51.1	The currency of this contract is the	South African Rand.
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51.2	The period within which payments are made is	30 days .
51.4	The interest rate is	<p>the publicly quoted prime rate of interest (calculated on a 365 day year) charged from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and</p> <p>(ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted <i>mutatis mutandis</i> every 6 months thereafter and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.</p>

3.17	3.18 Compensation events	3.19
60.1(13)	<p>The place where weather is to be recorded is:</p> <p>The <i>weather measurements</i> to be recorded for each calendar month are,</p>	<p>N/A</p> <p>N/A</p> <p>N/A</p>

The *weather measurements* are supplied by N/A

The *weather data* are the records of past *weather measurements* for each calendar month which were recorded at: N/A

and which are available from: the South African Weather Bureau and included in Annexure A to this Contract Data provided by the *Employer*

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60.1(13)	Assumed values for the ten year return <i>weather data</i> for each <i>weather measurement</i> for each calendar month are:	N/A
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**3.20**

**3.21 Title**

There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.

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**3.22**

**3.23 Risks and insurance**

**3.24**

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80.1	These are additional <i>Employer's</i> risks	1.
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3.25	3.26 Termination	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
3.27	3.28 Data for main Option clause	
A	Priced contract with activity schedule	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.
20.4	The <i>Contractor</i> prepares forecasts of Defined Cost for the <i>works</i> at intervals no longer than	4 weeks.
3.29	3.30 Data for Option W1	
W1.1	The Adjudicator is	Will be nominated by both parties after both agreed and declared a dispute.
W1.2(3)	The Adjudicator nominating body is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the London Institution of Civil Engineers. (See <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ) or its successor body.
W1.4(2)	The <i>tribunal</i> is:	arbitration.
W1.4(5)	The arbitration procedure is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	South Africa
	<p>The person or organisation who will choose an arbitrator</p> <ul style="list-style-type: none"> <li>- if the Parties cannot agree a choice or</li> <li>- if the arbitration procedure does not state who selects an arbitrator, is</li> </ul>	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.

3.31	3.32	3.34
3.33 Data for secondary Option clauses		
X1	Price adjustment for inflation	N/A, the prices are fixed and firmed for the duration of the contract.
X1.1(a)	The <i>base date</i> for indices is	N/A
X2	Changes in the law	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.
X5	Sectional Completion	N/A
X7.1	Delay damages for Completion of the whole of the <i>works</i> are	0.5 % per day of the contract value up to 15 % of total contract value. Applicable to delay of key dates.
	Retention (not used with Option F)	
X16.1	The retention free amount is	N/A
	The retention percentage is	5% of the contract value
X17	Low performance damages	
X18	Limitation of liability	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:	R0.0 (zero Rand)
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to:	the amount of the deductibles relevant to the event
X18.3	The <i>Contractor's</i> liability for Defects due to his design which are not listed on the Defects Certificate is limited to	The greater of <ul style="list-style-type: none"> <li>• the total of the Prices at the Contract Date and</li> <li>• the amounts excluded and unrecoverable from the <i>Employer's</i> assets policy for correcting the Defect (other than the resulting physical damage which is not</li> </ul>

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excluded) plus the applicable deductible as at contract date.

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X18.4

The *Contractor's* total liability to the *Employer* for all matters arising under or in connection with this contract, other than excluded matters, is limited to:

the total of the Prices other than for the additional excluded matters.

The *Contractor's* total liability for the additional excluded matters is not limited.

The additional excluded matters are amounts for which the *Contractor* is liable under this contract for

- Defects due to his design which arise before the Defects Certificate is issued,
- Defects due to manufacture and fabrication outside the Site,
- loss of or damage to property (other than the *works*, Plant and Materials),
- death of or injury to a person and
- infringement of an intellectual property right.

X18.5

The end of liability date is

(i) Three(3) years after the *defects date* for latent Defects and

(ii) the date on which the liability in question prescribes in accordance with the Prescription Act No. 68 of 1969 (as amended or in terms of any replacement legislation) for any other matter.

A latent Defect is a Defect which would not have been discovered on reasonable inspection by the *Employer* or the *Supervisor* before the *defects date*, without requiring any inspection not ordinarily carried out by the *Employer* or the *Supervisor* during that period.

If the *Employer* or the *Supervisor* do undertake any inspection over and above the reasonable inspection, this does not place a greater

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responsibility on the *Employer* or the *Supervisor* to have discovered the Defect.

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Z The Additional conditions of contract are Z1 to Z15 always apply.

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Z1 Cession delegation and assignment

Z1.1 The *Contractor* does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer*.

Z1.2 Notwithstanding the above, the *Employer* may on written notice to the *Contractor* cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry.

Z2 Joint ventures

Z2.1 If the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations then these persons or organisations are deemed to be jointly and severally liable to the *Employer* for the performance of this contract.

Z2.2 Unless already notified to the *Employer*, the persons or organisations notify the *Project Manager* within two weeks of the Contract Date of the key person who has the authority to bind the *Contractor* on their behalf.

Z2.3 The *Contractor* does not alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the *Employer* having been given to the *Contractor* in writing.

Z3 Change of Broad Based Black Economic Empowerment (B-BBEE) status

Z3.1 Where a change in the *Contractor's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Contractor's* B-BBEE status, the *Contractor* notifies the *Employer* within seven days of the change.

Z3.2 The *Contractor* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Project Manager* within thirty days of the notification or as otherwise instructed by the *Project Manager*.

Z3.3 Where, as a result, the *Contractor's* B-BBEE status has decreased since the Contract Date the *Employer* may either re-negotiate this contract or alternatively, terminate the *Contractor's* obligation to Provide the Works.

- Z3.4 Failure by the *Contractor* to notify the *Employer* of a change in its B-BBEE status may constitute a reason for termination. If the *Employer* terminates in terms of this clause, the procedures on termination are P1, P2 and P3 as stated in clause 92, and the amount due is A1 and A3 as stated in clause 93.
- Z4 Confidentiality
- Z4.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time). Should the *Contractor* disclose information to Others in terms of clause 25.1, the *Contractor* ensures that the provisions of this clause are complied with by the recipient.
- Z4.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Project Manager*.
- Z4.3 In the event that the *Contractor* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Contractor*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Contractor* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
- Z4.4 The taking of images (whether photographs, video footage or otherwise) of the *works* or any portion thereof, in the course of Providing the Works and after Completion, requires the prior written consent of the *Project Manager*. All rights in and to all such images vests exclusively in the *Employer*.
- Z4.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.
- Z5 Waiver and estoppel: Add to core clause 12.3:
- Z5.1 Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the *Project Manager*, the *Supervisor*, or the *Adjudicator* does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.
- Z6 Health, safety and the environment: Add to core clause 27.4
- Z6.1 The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the *works*. Without limitation the *Contractor*:

- accepts that the *Employer* may appoint him as the “Principal Contractor” (as defined and provided for under the Construction Regulations 2014 (promulgated under the Occupational Health & Safety Act 85 of 1993) (“the Construction Regulations”) for the Site;
- warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the applicable regulations, all health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of *works*; and
- undertakes, in and about the execution of the *works*, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor’s* direction and control, likewise observe and comply with the foregoing.

Z6.2 The *Contractor*, in and about the execution of the *works*, complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor’s* direction and control, likewise observe and comply with the foregoing.

Z7 Provision of a Tax Invoice and interest. Add to core clause 51

Z7.1 Within one week of receiving a payment certificate from the *Project Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer’s* procedures stated in the Works Information, showing the amount due for payment equal to that stated in the payment certificate.

Z7.2 If the *Contractor* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Employer* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Employer* in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.

Z7.3 The *Contractor* (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Employer’s* VAT number 4740101508 on each invoice he submits for payment.

Z8 Notifying compensation events

- Z8.1 Delete from the last sentence in core clause 61.3, “unless the *Project Manager* should have notified the event to the *Contractor* but did not”.
- Z9 *Employer’s* limitation of liability
- Z9.1 The *Employer’s* liability to the *Contractor* for the *Contractor’s* indirect or consequential loss is limited to R0.00 (zero Rand)
- Z9.2 The *Contractor’s* entitlement under the indemnity in 83.1 is provided for in 60.1(14) and the *Employer’s* liability under the indemnity is limited.
- Z10 Termination: Add to core clause 91.1, at the second main bullet point, fourth sub-bullet point, after the words "against it":
- Z10.1 or had a business rescue order granted against it.
- Z11 Addition to secondary Option X7 Delay damages (if applicable in this contract)
- Z11.1 If the amount due for the *Contractor’s* payment of delay damages reaches the limits stated in this Contract Data for Option X7 or Options X5 and X7 used together, the *Employer* may terminate the *Contractor’s* obligation to Provide the Works using the same procedures and payment on termination as those applied for reasons R1 to R15 or R18 stated in the Termination Table.
- Z12 Ethics

For the purposes of this Z-clause, the following definitions apply:

- Affected Party means, as the context requires, any party, irrespective of whether it is the *Contractor* or a third party, such party’s employees, agents, or Subcontractors or Subcontractor’s employees, or any one or more of all of these parties’ relatives or friends,
- Coercive Action means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,
- Collusive Action means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,

Committing Party means, as the context requires, the *Contractor*, or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractor or the Subcontractor's employees,

Corrupt Action means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,

Fraudulent Action means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,

Obstructive Action means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and

Prohibited Action means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.

Z12.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.

Z12.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the *Contractor* did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the *Employer* has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the *Employer* can terminate the *Contractor's* obligation to Provide the Services for this reason.

Z12.3 If the *Employer* terminates the *Contractor's* obligation to Provide the Services for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2.

Z12.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the *Employer* does not have a contractual bond with the Committing Party, the *Contractor* ensures that the Committing Party co-operates fully with an investigation.

Z13 Insurance

Z 13.1 Replace core clause 84 with the following:

Insurance cover 84

84.1 When requested by a Party, the other Party provides certificates from his insurer or broker stating that the insurances required by this contract are in force.

84.2 The *Contractor* provides the insurances stated in the Insurance Table A.

84.3 The insurances provide cover for events which are at the *Contractor's* risk from the *starting date* until the earlier of Completion and the date of the termination certificate.

**3.34.1 INSURANCE TABLE A**

Insurance against	Minimum amount of cover or minimum limit of indemnity
Loss of or damage to the <i>works</i> , Plant and Materials	The replacement cost where not covered by the <i>Employer's</i> insuranc  The <i>Employer's</i> policy deductible, at Contract Date, where covered by the <i>Employer's</i> insurance
Loss of or damage to Equipment	The replacement cost
Liability for loss of or damage to property (except the <i>works</i> , Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i> ) caused by activity in connection with this contract	Loss of or damage to property <i>Employer's</i> property  The replacement cost where not covered by the <i>Employer's</i> insuranc  The <i>Employer's</i> policy deductible, at Contract Date, where covered by the <i>Employer's</i> insurance  Other property  The replacement cost  Bodily injury to or death of a person  The amount required by applicable law
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law

Z 13.2

Replace core clause 87 with the following:

The *Employer* provides the insurances stated in the Insurance Table B.

INSURANCE TABLE B

Insurance against or name of policy	Minimum amount of cover or minimum liability indemnity
Assets All Risk	Per the insurance policy document
Contract Works insurance	Per the insurance policy document
Environmental Liability	Per the insurance policy document
General and Public Liability	Per the insurance policy document
Terrorism	Per the insurance policy document
Cyber Liability	Per the insurance policy document

C1.2 Contract Data

**4 Part two - Data provided by the Contractor**

Notes to a tendering contractor:

1. Please read both the NEC3 Engineering and Construction Contract (April 2013) and the relevant parts of its Guidance Notes (ECC3-GN)4 in order to understand the implications of this Data which the tenderer is required to complete. An example of the completed Data is provided on pages 156 to 158 of the ECC3 (April 2013) Guidance Notes.
2. The number of the clause which requires the data is shown in the left-hand column for each statement however other clauses may also use the same data

Completion of the data in full, according to Options chosen, is essential to create a complete contract.

4.1 Clause	4.2 Statement	4.3 Data
10.1	The Contractor is (Name):  Address  Tel No.  Fax No.	
11.2(8)	The direct fee percentage is	%

	The subcontracted fee percentage is	%
11.2(18)	The <i>working areas</i> are the Site and	
24.1	<p>The <i>Contractor's</i> key persons are:</p> <p>1      Name:</p> <p>          Job:</p> <p>          Responsibilities:</p> <p>          Qualifications:</p> <p>          Experience:</p> <p>2      Name:</p> <p>          Job</p> <p>          Responsibilities:</p> <p>          Qualifications:</p> <p>          Experience:</p>	CV's (and further key persons data including CVs) are appended to Tender Schedule entitled .
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	
11.2(14)	The following matters will be included in the Risk Register	
11.2(19)	The Works Information for the <i>Contractor's</i> design is in:	
31.1	The programme identified in the Contract Data is	
A	Priced contract with activity schedule	
11.2(20)	The activity schedule is in	

11.2(30)	The tendered total of the Prices is	(in figures)  (in words), excluding VAT
A	Priced contract with activity schedule	Data for the Shorter Schedule of Cost Components

## Part 2: Pricing Data

ECC3 Option A

Document reference	Title	No of pages
C2.1	Pricing assumptions: Option A	
C2.2	The activity schedule	

C2.1 Pricing assumptions: Option A

### 5 How work is priced and assessed for payment

Clause 11 in NEC3 Engineering and Construction Contract, (ECC3) Option A states:

Identified and defined terms 11

11.2 (20) The Activity Schedule is the *activity schedule* unless later changed in accordance with this contract.

(27) The Price for Work Done to Date is the total of the Prices for

- each group of completed activities and
- each completed activity which is not in a group.

A completed activity is one which is without Defects which would either delay or be covered by immediately following work.

(30) The Prices are the lump sum prices for each of the activities on the Activity Schedule unless later changed in accordance with this contract.

This confirms that Option A is a lump sum form of contract where the work is broken down into activities, each of which is priced by the tendering contractor as a lump sum. Only completed activities are assessed for payment at each assessment date; no part payment is made if the activity is not completed by the assessment date.

## **6 Function of the Activity Schedule**

Clause 54.1 in Option A states: “Information in the Activity Schedule is not Works Information or Site Information”. This confirms that specifications and descriptions of the work or any constraints on how it is to be done are not included in the Activity Schedule but in the Works Information. This is further confirmed by Clause 20.1 which states, “The *Contractor* Provides the Works in accordance with the Works Information”. Hence the *Contractor* does **not** Provide the Works in accordance with the Activity Schedule. The Activity Schedule is only a pricing document.

## **7 Link to the programme**

Clause 31.4 states that “The *Contractor* provides information which shows how each activity on the Activity Schedule relates to the operations on each programme which he submits for acceptance”. Ideally the tendering contractor will develop a high level programme first then resource each activity and thus arrive at the lump sum price for that activity both of which can be entered into the *activity schedule*.

## **8 Preparing the activity schedule**

Generally it is the tendering contractor who prepares the *activity schedule* by breaking down the work described within the Works Information into suitable activities which can be well defined, shown on a programme and priced as a lump sum.

The *Employer*, in his Instructions to Tenderers or in a Tender Schedule, may have listed some items that he requires the *Contractor* to include in his *activity schedule* and be priced accordingly.

It is assumed that in preparing his *activity schedule* the *Contractor*:

- Has taken account of the guidance given in the ECC3 Guidance Notes pages 19 and 20;
- Understands the function of the Activity Schedule and how work is priced and paid for;
- Is aware of the need to link the Activity Schedule to activities shown on his programme;
- Has listed and priced activities in the *activity schedule* which are inclusive of everything necessary and incidental to Providing the Works in accordance with the Works Information, as it was at the time of tender, as well as correct any Defects not caused by an *Employer's* risk;
- Has priced work he decides not to show as a separate activity within the Prices of other listed activities in order to fulfil the obligation to complete the *works* for the tendered total of the Prices.
- Understands there is no adjustment to the lump sum Activity Schedule price if the amount, or quantity, of work within that activity later turns out to be different to that which the *Contractor* estimated at time of tender. The only basis for a change to the Prices is as a result of a compensation event.





**Annexure G  
CSD REPORT**

**Appendix H – BBBEE Certificate/Sworn Affidavit**





**Appendix J**  
**Management Summary**

**Appendix K**

**Statement of Compliance to the Request for Proposal**

Company Name: \_\_\_\_\_

Proposed Service: \_\_\_\_\_

It is hereby confirmed that the proposal response to the SABS' RFP is fully compliant with all points with the exception of the specific issues outlined below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signed: \_\_\_\_\_ (Authorised Signatory)

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_



**Appendix M**  
**AUDITED FINANCIAL STATEMENT**

**Appendix N**

**Request for Proposal Enquiry**

**To:** [Prince.Hlongwane@sabs.co.za](mailto:Prince.Hlongwane@sabs.co.za)

**From:**

---

**Questions:**

**Answers:**

To: [prince.hlongwane@sabs.co.za](mailto:prince.hlongwane@sabs.co.za)

## 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
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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

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

### 2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid

invitation, and includes all applicable taxes;

- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

### 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### 3.1. POINTS AWARDED FOR PRICE

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

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

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

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:

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

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.)*

Specific Goal	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)
Persons historically disadvantaged on the basis of race	100% black ownership	10	
	75% - 99% black ownership	8	
	60% - 74% black ownership	6	
	51% - 59% black ownership	4	
	0% - 25% black ownership	2	
	0% black ownership	0	
Persons historically disadvantaged on the basis of gender	100% black women ownership	6	
	51% - 99% black women ownership	4	
	30% - 50% black women ownership	2	
	0% black women ownership	0	
Persons historically disadvantaged on the basis of disability	100% owned by persons living with disabilities	4	
	51% - 99% owned by persons living with disabilities	2	
	0% - 50% owned by persons living with disabilities	0	

**DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.

.....

**SIGNATURE(S) OF TENDERER(S)**

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....

.....

**INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	RFP 201462	CLOSING DATE:	08 November 2024	CLOSING TIME:	11:00am
DESCRIPTION					
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON			CONTACT PERSON		
TELEPHONE NUMBER			TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS			E-MAIL ADDRESS		
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		<b>OR</b>	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX]		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX]
	<input type="checkbox"/> Yes	<input type="checkbox"/> No			<input type="checkbox"/> Yes <input type="checkbox"/> No

**[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]**

<p><b>8.1.1.1</b> ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</p>	<p><input type="checkbox"/>Yes <input type="checkbox"/>No</p> <p>[IF YES ENCLOSE PROOF]</p>	<p><b>8.1.1.2</b> ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</p>	<p><input type="checkbox"/>Yes <input type="checkbox"/>No</p> <p>[IF YES, ANSWER THE QUESTIONNAIRE BELOW]</p>
---	---	--	---

**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?  YES  NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?  YES  NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?  
 NO  YES

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?  YES  NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?  YES  NO

**IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.**

**SBD1**

**PART B**

**TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER’S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.”

**NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

(Proof of authority must be submitted e.g. company resolution)

DATE: