

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

RFP NUMBER: 201015

DESCRIPTION: SABS CORPORATE WEBSITE

COMPULSORY BRIEFING SESSION: 20 September 2023

VENUE: MS TEAMS/ TIME: 10:00am

CLOSING DATE: 03 October 2023

CLOSING TIME: 11:00am

BIDDERS INTERESTED IN ATTENDING THE BRIEFING SESSION MUST SEND A CONFIRMATION TO ATTEND VIA EMAIL TO Prince.Hlongwane@sabs.co.za NO LATER THAN 19 SEPTEMBER 2023 AT 13H00PM

Copyright Notice:

This document contains information that is proprietary and confidential to SABS who has all rights of copyright in it. Any dissemination, distribution, reproduction, or disclosure in any form of the content of this document is forbidden without prior authorisation of SABS. The SABS will strictly enforce its rights against any acts of copyright infringement.

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	

Intent

The South African Bureau of Standards (SABS) is inviting experienced and reputable (Suppliers) Bidders to submit proposals for SABS corporate website.

1. 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.

2. 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 **03 October 2023**. 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. 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.

3. 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. 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	11 September 2023
2	Appendix C, Non-disclosure Agreement /Confidentiality Undertaking signed and submitted	03 October 2023
3	Appendix B, Intention to respond released and submitted	03 October 2023
4	Final Date for Bidders to submit consolidated requests for clarification (Questions) Questions to be send to Prince.Hlongwane@sabs.co.za	20 September 2023
5	SABS clarification. (Not further clarification after this date)	20 September 2023
6	Proposal Submission Date Proposals to be send to Tenders.prince@sabs.co.za	03 October 2023
7	Evaluation of proposals	06 October – 13 Oct 2023
8	Presentations	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 and must clearly indicating the correct tender **reference number** and **description on the subject**. **Maximum size 14MB**.
- Proposals/ Bids can be compressed into 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.

4. 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 / SBD1	
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 Mandatory requirements

1. Resources

- Bidders shall have the capacity and resources to carry out proposed work according to the outlined timelines (please provide a project plan on how the scope of work will be addressed).
- Bidders shall provide a comprehensive breakdown of their team members who will be involved in the execution of the services under the agreement including the relevant qualifications and the respective experience of each member.
- Bidder shall demonstrate how their organisation is prepared to respond promptly to problems or issues which may occur.

2. Team Qualifications and Experience (Bidders to provide CV's and qualification/certificates)

- Bidders must provide details of key personnel with a comprehensive CV indicating qualifications and should include details on previous work carried out by the applicable staff member, including ongoing assignments indicating capability and capacity to undertake the projects in relation to the scope of work, demonstrated clearly on CV's.

- All personnel to have a relevant qualification as highlighted below:

i. Project Manager:

- Bachelor's degree in project management or a related field.
- At least 5 years of project management experience in web development projects.
- PMP or PRINCE2 certification.

ii. Technical Lead:

- National Diploma / bachelor's degree in computer science, IT, or a related field.
- At least 7 years of relevant experience in web development, with expertise in the chosen technology stack for the project - ASP.NET web application framework with C#.

(iii) UI/UX Designer:

- National Diploma / bachelor's degree in graphic design, or a related field.
- At least 5 years of experience in UI/UX design for websites, with a strong portfolio showcasing previous work.

iii. Business Analyst:

- Bachelor's degree in business Analysis, IT, or a related field/ Certification in Business Analysis
- 5 years of experience as a business analyst, preferably in web development projects.

iv. Front-End Developer (or Full-Stack Developer):

- National Diploma / bachelor's degree in computer science, IT, or a related field.
- At least 5 years of experience in front-end development with proficiency in HTML, CSS, JavaScript, and relevant front-end frameworks.
- Full-stack developers should also have experience with back-end technologies.

v. Back-End Developer (or Full-Stack Developer):

- National Diploma / bachelor's degree in computer science, IT, or a related field.
- At least 5 years of experience in back-end development with expertise in server-side programming languages and databases.
- Full-stack developers should be proficient in both front-end and back-end technologies.
- Experience in supporting the migration and integration of legacy application systems within a corporate environment.

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

5. Preferential point system – PRICING and SPECIFIC GOAL

Only Bidders who submitted quotations as per scope of work and meet the 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 Tender 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

Description of services:

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

The contracted service provider shall be solely responsible for the implementation of the aforementioned deliverable within a period of six (6) months. The aforementioned shall also include the provision of training to the relevant stakeholders. Subsequently, the contracted service provider shall also be expected to provide support and maintenance for a period of one (1) year from the date of Go-Live (handover to the South African Bureau of Standards).

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

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

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

- The contracted service provider shall create wireframes, mock-ups, and system design concepts for the corporate website's homepage and various key internal pages. These deliverables shall reflect the SABS's business requirements and brand identity, ensuring a modern and professional look.
- The contracted service provider shall develop the new South African Bureau of Standards (SABS) corporate website using the ASP.NET web application framework with C#, including front-end and back-end functionality.
- The contracted service provider shall configure the required environment for the implementation of the new SABS corporate website, ensuring it meets the necessary technical specifications and configuration requirements.
- The contracted service provider will be responsible for developing the corporate website according to the specific business requirements outlined by the various SABS business divisions and their respective business units. These divisions and business units include:
 - i. Accreditation
 - ii. Business Solutions and Advisory Services (i.e., Training Academy)
 - iii. Certification
 - iv. Corporate Strategy & Stakeholder Relations
 - v. Customer Partnering
 - vi. Finance (i.e., Financial Strategy and Financial Reporting)
 - vii. Human Capital Centre for Excellence

- viii. Supply Chain Management
- ix. Local Content
- x. Laboratory Services Division
- xi. Standards

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

- i. The website should have a dedicated section to publish news and announcements. This section should be easy to update and maintain by the administrators.
- ii. The website and each business division or unit should have its own contact form to allow users to get in touch with the organization and its respective divisions or business units directly. Additionally, there should be feedback mechanisms to gather user feedback and suggestions.
- iii. The website should integrate social media links or buttons to connect with the official social media accounts of the SABS. This enables users to follow the latest updates and news on social media platforms.
- iv. The website should have a robust search feature that allows users to find relevant information across all business divisions or units. This feature enhances user experience and makes it easier to access specific content. The advanced search functionality within the corporate website shall have the ability to search entire site and content, by:
 - Perform SEO keyword searches.
 - Perform misspelled search terms/spelling mistake recognition.
 - Eliminate unavailable page results.
 - Show last search query in search box.
 - Keyword-based and full text search on all content within the website.
 - Predictive search with auto complete.
 - Search by categories & tags.
 - Results shown should be filterable with relevant categories. Service provider can provide recommendation for it and the SABS will decide for the best option to apply.
- v. The website should have an option for users to subscribe to e-newsletters from the SABS. Users can receive updates, promotions, or important announcements via email.
- vi. The website should feature a dynamic organogram that outlines the organizational structure of SABS, including the SABS Board and Executive Committee. Users can hover over each executive's profile to view additional information about them.

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

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

2. Accessibility

- The contracted service provider shall ensure that the corporate website is browser independent and accessible to users through standard web browsers such as Mozilla Firefox, Google Chrome, and Safari.
- The corporate website shall be designed to be compatible with various devices, including mobile phones, tablets, and desktop computers, ensuring a seamless user experience across different platforms.
- The corporate website should be fast loading to provide the standard speed for all pages, less than 4 second.
- The corporate website should be compliant with all relevant accessibility guidelines i.e., keyboard access and visual focus, colour contrast and text resize. These accessibility features could be adjusted based on client's request.

3. Hosting

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

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

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

5. Content Management System

- The contracted service provider shall provide and support an easy-to-use Content Management Solution/System for developing, posting, and managing the overall content on the corporate website.
- The Content Management System must:
 - i.Support non-IT literate users to operate the contents within the overall rules and outlined workflows. This will include creating contents, editing, publishing across all modes including text, video etc. across all pages on the corporate website or on specific areas of the website.
 - ii.Adding, modifying, and deleting information on the corporate website should be implemented within content management system.
 - iii.Navigation on the Content Management System must be simple and easy to use.
 - iv.Allow for an easy upload of videos, photos, and documents.
 - v.Allow to preview linked YouTube Videos.
 - vi.Availability of Media Library for Uploaded Media assets.
 - vii.Download and upload features to be supported. Display of content in selected order should be supported. Drag, drop, cut, and paste options should be easily supported.
- The Content Management System should be able to offer the following built-in facilities:
 - i.Event Calendar
 - ii.Event Management

iii.FAQ Management

iv.Any other facilities needed to fulfil the requested functionalities in this document.

- The Content Management System should provide the following security features:

i.Audit Trail (A detailed logging of all activities performed by the backend user on the system to track changes and actions in the system)

ii.Login History

iii.Problem Notification

iv.SSL Support.

- The Content Management System should offer to preview content before publishing, ensuring that font type and size is uniform across all the pages.
- Version control and rollback functions should be available, ensuring that all rollbacks are simple and easy.

6. Security and Privacy

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

7. Quality Assurance & Testing

- The contracted service provider shall conduct thorough and comprehensive testing of the new corporate website across different browsers, devices, and operating systems to identify and rectify any functional or display issues, and any bugs or issues. Moreover, the contracted service provider shall perform load testing to ensure the website can handle increased traffic and user interactions. It is crucial for the contracted service provider to ensure cross-device and cross-platform compatibility.

- During the development phase, the contracted service provider shall develop a **System Testing** and **User Acceptance Testing** plan which shall be submitted for client approval.

- The **System Testing** and **User Acceptance Testing** plan shall include ALL testing scenarios. The corporate website must be beta tested to the SABS's satisfaction before final go live. The contracted service provider shall share the link of the corporate website in testing mode during the respective phase after finalization of the development phase and before launch of the new corporate website.

- User Acceptance Testing of the system shall be conducted in collaboration with representatives from the SABS. During the User Acceptance Testing, all the final functional requirements shall be tested. To conduct the User Acceptance Testing, the contracted service provider shall develop functional requirement checklists in agreement with the SABS. In the case of revealed discrepancy between functional requirements specifications and the outcomes of the User Acceptance Testing, the contracted service provider shall identify the revealed bugs and appropriately fix them. The revealed bugs will undergo subsequent testing to ensure compliance. This process shall go on until all the requirements in the checklists are tested and identified as correct by the SABS and approved in compliance with the final functional requirements.

8. Training and Documentation

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

- The contracted service provider shall conduct training to the identified SABS stakeholders.
- The contracted service provider shall develop the following documents and submit to the client as a component of the scope of this assignment:

i. Corporate website content developer's user guide

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

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

9. Deployment and Go-Live

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

10. Project Management and Communication

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

11. Intellectual Property Rights

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

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

12. Support and Maintenance

- After the official handover of the software, the contracted service provider shall provide a 12-month support and maintenance for the new corporate website. Within this support, software updates and software releases should be provided to correct the errors and bugs of the system. A contact person should be allocated from service providers team for technical support issues. The SABS's staff can report all the revealed error cases and bugs to the contracted service provider in written form (email) or by phone.

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

- i. Resolution of errors/bugs reported by the client.
- ii. Look for errors on the website and fix them.
- iii. Support user access issues.
- iv. Emergency tech support.
- v. Updating the software and plugins.
- vi. Monitoring of website (Uptime, malware scanning, DNS poisoning, etc.)
- vii. Constant monitoring of website availability.
- viii. Constant monitoring of the service and website speed.

- ix.Constant monitoring of the pages for broken links.
- x.Backups & support (weekly backups) and restoration when needed.
- xi.Fully support Search Engine Optimization specialist/specialists introduced by the client and apply their requested adjustments/adoptions on the website.
- xii.Data analytics (gathering and assessing traffic coverage and data)
- xiii.Running security scans.

- During the bidding phase, potential service providers shall submit an initial plan of the project implementation within its proposal outlining the requirements. Post-contracting, the contracted service provider within the first phase of the implementation, shall develop a detailed action plan based upon the initial plan outlining all the phases of the implementation during the first stage.

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

During the development phase, the contracted service provider shall develop the initial minimum viable product (MVP) of the new corporate website and make it available for the end-user testing. In the quality assurance and testing phase, the testing of corporate website in beta mode should be done according to the outlined testing requirements. The training of internal SABS stakeholders shall be organized and delivered according to the training requirements. In the deployment phase, the contracted service provider shall perform the final implementation of the new system, switch off the old corporate website, and run the new system in a live mode. Post go-live, in upcoming 12 months, the contracted service provider shall deliver support and maintenance based on support and maintenance requirements.

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

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

	<ul style="list-style-type: none"> • Deployment of the new SABS corporate website • All supporting manuals and other documentation as described in the documentation requirements. • Training • The final version of the corporate website migrated data, software package (including all source codes), all sub-systems, installer packages, configuration files, and all those components which are necessary for the system installation and operation (final tested and corrected version) to be handed over to the SABS. 	
7. Monitoring & Control (Support & Maintenance)	<ul style="list-style-type: none"> • Provision of support and maintenance based on the support and maintenance requirements. 	For a period of 12 months post Go-Live.

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 interest¹ in the enterprise,

employed by the state?

YES/NO

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

Full Name	Identity Number	Name of State institution

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

2.2 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 consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

- 3.5 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 **201015** 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 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 or not such information is marked as or appears to be confidential and whether or not such information is of commercial use to South African Bureau of Standards or any other party.
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 of2023

On behalf of the South African Bureau of Standards (signature) Lerato
Monyepao (Procurement)

Witness 1. Witness 2.

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

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

..... (name) (title)

Witness 1. Witness 2.

To: Tenders.prince@sabs.co.za

Appendix F

SABS STANDARD TERMS AND CONDITIONS

Bidders must sign the terms and condition to indicate acceptance thereof. Should the bidder have a variation/s, these must be submitted as Annexure F1 indicating the clause number, the rational for not accepting that specific clause and provide an alternative clause.

<https://www.sabs.co.za/Procurement/docs/SABS%20STANDARD%20TERMS%20AND%20CONDITIONS%20FOR%20PROCUREMENT%20OF%20GOODS%20AND%20SERVICES....pdf>

Annexure G
CSD REPORT

Appendix H – BBBEE Certificate/Sworn Affidavit (Specific Goal point)

Appendix I Quotation

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

From:

Questions:

Answers:

To: 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
Total points for Price and SPECIFIC GOALS	100

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

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

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to

an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

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

DECLARATION WITH REGARD TO COMPANY/FIRM

- 4.3. Name of company/firm.....
- 4.4. Company registration number:
- 4.5. TYPE OF COMPANY/ FIRM
- ☐ Partnership/Joint Venture / Consortium
 - ☐ One-person business/sole propriety
 - ☐ Close corporation
 - ☐ Public Company

- ☐ Personal Liability Company
 - ☐ (Pty) Limited
 - ☐ Non-Profit Company
 - ☐ State Owned Company
- [TICK APPLICABLE BOX]

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

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

<p>.....</p> <p>SIGNATURE(S) OF TENDERER(S)</p>	
SURNAME AND NAME:
DATE:
ADDRESS:

