

OUR REF RFQ 20605
ENQUIRIES Luvuyo Tshabalala
TELEPHONE 012 4286225
DATE 30 June 2022

RFQ 20605: PROVISION OF SERVICES FOR CERTIFICATE OF COMPLIANCE AND A-LAB SALES PROCESS AUTOMATION SYSTEM.

Dear Bidder

The South African Bureau of Standards (SABS) hereby invites you to submit a quotation for the provision of services for comprising migration, hosting, support, and maintenance of COC and A-Lab business applications from Magento 1.9 to Magento 2.3 version.

The details of the service to be provided is in the attached Request for Quote, **RFQ 20605**.

Please note the following:

- Scope of services specified on page 3-9
- Closing date specified on page 10
- SABS Procurement terms and conditions (accessed on the sabs website)
- **Bidder must submit the following documents with the quotation:**
 - Treasury Central Supplier Database (CSD) registration report
 - A valid certified copy of BBBEE certificate/Sworn Affidavit
 - SBD 4 Bidder's Disclosure
 - SBD 6.1 Preference points claim form in terms of the Preferential procurement Regulation 2017
 - Appendix A – Non Disclosure Agreement

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

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1. Background

Established in accordance with the Standards Act, 1945 (Act No. 24 of 1945), the SABS has a seventy-year history in the development and maintenance of national standards and the provision of conformity assessment services to the South African economy. The SABS continues to operate in terms of the Standards Act, 2008 (Act No. 8 of 2008) as the national standardization institution in South Africa, mandated to:

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

The organisation is listed as a Schedule 3B entity in terms of the Public Finance Management Act. SABS Commercial is a tax paying entity currently in an assessed loss position. SABS is a tax-exempt organisation.

SABS and SABS Commercial have both adopted IFRS as its reporting framework and has a year end of 31 March

2. Request for Quotation (RFQ)

This RFQ serves as an invitation to submit a quotation for **the provision of services for comprising migration, hosting, support, and maintenance of COC and A-Lab business applications from Magento 1.9 to Magento 2.3 version.** subject to the SABS Standard Terms and Conditions, of which a copy is available on www.sabs.co.za, accessible through the link: https://www.sabs.co.za/Procurement/proc_toc.asp

The Bidder is requested to supply its quotation, in writing, by the date specified. Should the Bidder require any clarification, the clarification should be submitted by e-mail to the Procurement Specialist identified in this document.

By submitting a quotation in response to this RFQ or participating in this RFQ process, the Bidder accepts that it is subject to and bound by all the terms and conditions contained in this RFQ document.

3. Confidentiality

This document may not be used for any purpose by the Bidder other than for developing their response to it, and all reasonable efforts must be taken by the Bidder to ensure confidentiality of any information provided. This document and any other information of a confidential nature provided to the Bidder during RFQ process are and will be covered by the non-disclosure agreement to be signed between the SABS and the Bidder.

4. No Contract

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

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

5. No Obligation to Proceed

The SABS reserves the right to discontinue the RFQ evaluation process at any time and will not be responsible for any losses incurred by the Bidder as a result of discontinuance of the RFQ process

6. Validity of Proposals

The Bidder's quotation shall remain valid for a period of one hundred and twenty (120) days from the closing date. The SABS may at any time prior to the expiry of the bid validity period, extend the above validity period by sixty (60) days by written notice to the Bidders. In that event, the SABS will not require any consent from the Bidders, and bidders will not be required or permitted to amend any of their quotations.

The SABS retains the right, but is under no obligation, to request Bidders to extend the validity periods of their quotations, prior to expiry thereof, if it has already invoked the extension referred to above and it is in the SABS' interest to further extend the bid validity period. Such request shall be in writing. The Bidder is not obliged to extend the validity period. Also, bidders will not be required or permitted to amend any of their quotations.

7. Scope of Service

OVERVIEW

The bidder is required to migrate, support, and maintain the COC and A-LAB business applications from Magento 1.9 to Magento latest version.

OBJECTIVES

The following are the key high-level service objectives the SABS expects to achieve through this RFQ:

- To meet SABS business needs for available, reliable, scalable and secure business applications.
- Provide applications that support business operations.
- Improve end users experience and productivity.
- Improve total cost of ownership management while supporting SABS' business initiatives.
- Acquire onsite support services with high availability guarantees backed by Service Levels Agreements (SLAs).
- Acquire services that will leverage operational scale and best practices to achieve optimum results.
- Maintain compliance with industry standards and government regulations (e.g., ITIL, etc.).

The successful bidder will be required to:

Migrate, Support and Maintain COC and A-LAB to the latest Magento Version.

The system implemented by the RFQ must deliver the following:

- Upgrade and operationalize CoC and A-Lab Solutions from Magento 1.9 to Magento latest version
 - Systems Architecture
 - UX Design
 - Front End Development
 - Backend Development
 - Fix Database Schema
 - Documentation of all the above is required
- Design and develop COC theme components as per the business requirements.
- The design should conform with the existing Webstore look and feel.
- Fix database schema and structure.
- Implement Application Integration of Payment Gateway and JDE interfaces to CoC and A-LAB.
- Security: assess system vulnerabilities and conduct penetration tests on COC and A-Lab.
- Quality Assurance.
- User Acceptance Testing.
- Training.
- Production Deployment
 - The implementation to follow the SDLC processes and approval for all Gates to be obtained (Development, QA and Production)
- SLA between service provider and SABS.

HOSTING SERVICES

- COC and A-Lab will be hosted on the existing Magento Platform, therefore no quotation of hosting is required .
- Current hosting specification for COC and A-Lab:

27.1 Platform

Platform	Magento 1.9
Host Environment	Apache Application Server
Transport Protocol	HTTP
Language	PHP, XML, HTML5, CSS3 and JavaScript

Figure 19.1.A (Platform)

27.2 System Requirement

Operating System	Linux Red Hat x86-64
Web Server	Apache 2.+
Database	Oracle MySQL Enterprise 5.6+
PHP	PHP 5.7+
SSL	Valid SSL, Self-assigned SSL not supported
RAM	32GB
Storage	256GB 5200 ECO SSD
Processor	Intel Xeon E5-2620

Figure 19.2.B (System Requirement)

The bidder is expected to ensure that COC and A-Lab are functioning on the latest Magento platform.

INTEGRATION SERVICES

The successful bidder will be required to integrate with 3rd party applications i.e. Payment Gateways, JDE.

27. TECHNOLOGY

27.1 Platform

Platform	Magento 1.9
Host Environment	Apache Application Server
Transport Protocol	HTTP
Language	PHP, XML, HTML5, CSS3 and JavaScript

Figure 19.1.A (Platform)

27.2 System Requirement

Operating System	Linux Red Hat x86-64
Web Server	Apache 2.+
Database	Oracle MySQL Enterprise 5.6+
PHP	PHP 5.7+
SSL	Valid SSL, Self-assigned SSL not supported
RAM	32GB
Storage	256GB 5200 ECO SSD
Processor	Intel Xeon E5-2620

Figure 19.2.B (System Requirement)

- The successful bidder will integrate with 3rd party applications i.e JDE
 - JDE is the financial system and serves the purpose of all financial related transactions in SABS's environment.
- The bidder must initiate another payment process line for COC and A-lab that is currently used by SABS (VCS)

SUPPORT AND MAINTENANCE

- SABS requires support and maintenance for three (3) years that will be governed by the SLA. The SLA to be agreed between SABS and the successful bidder

*NB: Bidders that do not meet all the above requirements will not be considered for further evaluation.

Business Requirements:

Requirements that the bidder is required to develop on COC and A-Lab are stipulated below:

To enhance the current functionality on COC

1. Quotation Options

- The quotations shall be generated on the solution and shall be valid for 30 days.

2. Payment Gateway

- The solution shall allow payment by credit card and instant EFT with foreign currency capabilities for all banks and generate an invoice for the customer.
- The system must be able to automatically match a payment to a bank transfer order.

3. System Create UIN and email applicant.

- When making bank transfer, the Invoice Pro-forma should be used as a reference.

4. The system generates a quotation

- VAT is zero rated for Foreign countries and 15% for South Africans.
- The VAT must be amended to the new applicable percentage which is 15%.
- The quotation is valid for 30 days.
- An automation of Geo location, that will detect the applicant current location, that will allow the VAT award to take place, if the applicant is outside SA then the VAT is ZERO and if the applicant is in SA the VAT will be 15%.
- Another option is the solution shall have a dropdown menu where the applicant can select the country they are in and the solution will auto-detect that the applicant should be taxed the Vat or not.

5. Review the Test report

- The first reviewer must have 2 options
Option 1 – to submit the report to the second reviewer for review or
Option 2 – to submit the report to the manager for review. With comments stating that the second reviewer is not available.

6. Reports that shall be generated.

- The solution shall generate a report of all quotations generated and filtered by status i.e.:
 - Accepted.
 - Rejected with respective reason.
 - Cancelled with respective reason.
 - Expired.
 - Invoiced.
 - Pending.
- The solution shall generate the report on age analysis,
- Age analysis is a periodic report that categorizes the quotations receivable according to the length of time a quotation has been outstanding.

- The solution shall generate report of the expired COC and what they translate to in terms of value.
- The solution shall generate a report of the invoice that COC has received and show the total revenue that was made.
- The solution shall generate a report of the quotes that are pending.

7.Expiration of COC.

The solution shall send reminder notification to SABS, EMC department and business development to alert the expiry date 3/6 months before the actual expiry date

To enhance the current functionality on A-Lab.

1. Quotation Options

- The quotations shall be generated on the solution and shall be valid for 30 days.
- There will be a change of fee prices that will be effective on the 1st of April 2022, the prices will be reduced but still waiting Exco's approval.
- The new SABS A-Lab Fees shall be configured as follows
Option 01 = ZAR 40 000.00 as deposit.
 ZAR 35 000.00 for Year-02 payment
 ZAR 35 000.00 for Year-03 payment.
Option 02 = Full payment of ZAR 100 000.00.
- VAT shall be zero rated for Foreign Companies and 15% for South African companies.
- When making bank transfer, the Pro-forma Invoice/Quotation Number as generated by the solution shall be used as a reference on the payment. The reference number shall be auto populated by the solution on the Pro-Forma invoice/Quotation.
- An automation of geo location that will detect the applicant current location, that will allow the VAT award to take place, if the applicant is outside SA then the VAT is ZERO and if the applicant is in SA the VAT will be 15%.
- Another option is the solution shall have a dropdown menu where the applicant can select the country they are in and the solution will auto-detect that the applicant should be taxed the Vat or not.

2. Payment Gateway

- The solution shall allow payment by credit card and instant EFT with foreign currency capabilities for all banks and generate an invoice for the customer.
- The system must be able to automatically match a payment to a bank transfer order.

3. Request for extension to close non-conformance.

- The non-conformance must be closed within 30 working days.
- If the non-conformance will not be closed within the 30 days by the applying lab then, the applying lab shall have the ability to apply for an extension on the solutions. The lab shall have the ability to state reason for extension and attach relevant POE required.
- For SABS EMC to approve the extension, they must have the ability to view the request and the attached POE to reject or approve the request.

- If approved - the lab will be granted 30 days or more depending on the reasons for extension to work on their non-conformance issues and the application shall be closed on the last day of the extension granted if non-conformance was not closed.
- If rejected - within 30 days nothing has been done to towards the non-conformance issue, then the application will be closed.

4. Review the audit report

- The first reviewer must have 2 options

Option 1 – to submit the report to the second reviewer for review or

Option 2 – to submit the report to the manager for review. With comments stating that the second reviewer is not available.

5.Reports that shall be generated.

- The solution shall generate a report of all quotations generated and filtered by status i.e.:
 - Accepted.
 - Rejected with respective reason.
 - Cancelled with respective reason.
 - Expired.
 - Invoiced.
 - Pending.
 - Suspended
 - Unsuspend
- The solution shall generate the report on age analysis,
- Age analysis is a periodic report that categorizes the quotations receivable according to the length of time a quotation has been outstanding.
- The solution shall generate report of the expired COC and what they translate to in terms of value.
- The solution shall generate a report of the invoice that COC has received and show the total revenue that was made.
- The solution shall generate a report of the quotes that are pending.

6.Expiration of A-Lab.

The solution shall send reminder notification to SABS, EMC department and business development to alert the expiry date 3/6 months before the actual expiry date.

8. Mandatory Requirements

Track Record

- Maintenance and support Magento service in medium to large enterprise
- Demonstrates ability to support and maintain the COC and A-LAB Application on Magento Platform as below:
(Proof of projects previously implemented on the Magento platform in the last years i.e Contract, PO with testimonies, Award letter)
- Five references are required for the project

Demonstration of Skills and capacity of a key personnel

1. Key resources

Provide the professional profiles (CV's) of the individuals that will be responsible for, and working on, the assignment including any credentials and/or certifications related to the SABS technology as per the scope of work.

Resources must have certifications and experience on:

- Linux engineer with the 6 years and above experience on the following
 - Set up the Magento Platform environment
 - PHP Framework, JavaScript, XML, HTML, CSS3
 - Linux Red hat
 - Database Set up
 - Oracle MySQL
 - Magento Platform
- Application Integration – CoC/A-lab
 - Payment Gateway
 - JDE
- Project Management
- Eight years of experience with a relevant qualification

2. Organogram of Structure

Resource with a minimum of 8 years' experience with any relevant qualification.

9. Timelines

MILESTONES	DATE AND E-MAIL ADDRESS
Compulsory Briefing Session	06 July 2022 at 11:00am Venue: MS Teams
Closing Date and Time No late submissions will be accepted.	13 July 2022 at 11:00 am
Method of submission.	Responses should be submitted via email Luvuyo.Tshabalala@sabs.co.za and procurement.request@sabs.co.za Maximum size 14 MB, Proposals/ Bids must be submitted on PDF Files (compressed zipped folder if necessary), Proposals/Bids submitted via a link and/or "we transfer" will not be accepted It is the Bidder's responsibility to ensure that the quotation is received on time by SABS.

BIDDERS INTERESTED IN ATTENDING THE BRIEFING SESSION MUST FORWARD A CONFIRMATION OF INTENTION TO RESPOND NO LATER THAN 5th of July 2022 BEFORE 15:00PM TO
Luvuyo.Tshabalala@sabs.co.za

10. Evaluations

Only Bidders who submitted quotations as per scope of work, and mandatory requirements will be evaluated further on pricing.

11. Quotation

The quotation should but not limited to the following:

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

12. Contact information

All enquiries regarding this RFQ must be e-mailed/directed to Luvuyo.Tshabalala@sabs.co.za and **012 428 6225**. Bidders must not contact any other SABS' personnel regarding this RFQ, as it may lead to the Bidder's disqualification. Also note that any canvassing by Bidders/Suppliers regarding this RFQ will result in disqualification.

13. Advance payment

The SABS will not make an upfront or advance payment to a successful Bidder. Payment will only be made in accordance to the delivery of service or goods that will be agreed upon by the SABS and the successful Bidder.

14. Responsibility for costs

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

15. Bidder's contractual terms

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

16. BBBEE Certificate

BBBEE documents will not be used to determine the outcome of an award. However, for the purposes of the SABS BBBEE scorecard calculation all successful bidder(s) must submit a valid BBBEE certificate or sworn affidavit (whichever is applicable) with their proposals or upon award. Failure to do so may invalidate the award as this may compromise the SABS BBBEE scorecard calculation.

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

- 2.2.1 If so, furnish particulars:

.....

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

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

- 2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- 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

- a) The value of this bid is estimated to **exceed/not exceed** R50 000 000 (all applicable taxes included) and therefore the preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	
B-BBEE STATUS LEVEL OF CONTRIBUTOR	
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution

are not claimed.

- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

- 5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 6.1 B-BBEE Status Level of Contributor: = (maximum of 10 or 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

- 7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES		NO	
-----	--	----	--

- 7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%?
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES		NO	
-----	--	----	--

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME ✓	QSE ✓
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. **DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name of company/firm.....

8.2 VAT registration number.....

8.3 Company registration number.....

8.4 **TYPE OF COMPANY/ FIRM**

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 **DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....
.....
.....

8.6 **COMPANY CLASSIFICATION**

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any

other remedy it may have –

- (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

APPENDIX A - NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made BETWEEN

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

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

(Hereinafter referred to as the “parties”)

WHEREAS in the course of discussions and/or negotiations with the South African Bureau of Standards, the Supplier has received or may receive in future information relating to this **RFQ20569** for the South African Bureau of Standards and other related information hereinafter referred to as “Confidential Information”.

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

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

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

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

For the Bidder

Signed at..... on this.....day of2022

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

..... (name) (title)

Witness 1.

Witness 2.

For the SABS

Signed at..... on this.....day of2022

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

..... (name) (title)

Witness 1.

Witness 2.