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| <b>INVITATION TO SUBMIT A PROPOSAL FOR REQUIREMENTS OF THE SOUTH AFRICAN BUREAU OF STANDARDS (SABS)</b> |
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**RFP NUMBER: RFP 20456**

**DESCRIPTION: OUTSOURCED PAYROLL SERVICES FOR A PERIOD OF THREE (3) YEARS**

**CLOSING DATE: 14 DECEMBER 2021**

**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 |        |  |          |  |

|  |           |
|--|-----------|
| HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN SUBMITTED?  | YES or NO |
| HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED?   | YES OR NO |
| <p><u>IF YES, WHO WAS THE CERTIFICATE ISSUED BY?</u></p> <p>AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) <input type="checkbox"/></p> <p>A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS) <input type="checkbox"/></p> <p>A REGISTERED AUDITOR <input type="checkbox"/></p> <p>[TICK APPLICABLE BOX]</p> |           |

|   |  |
|---|--|
| 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 provision of outsourcing of payroll services for a period of 3 years.

## 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 course of 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 **14 December 2021**. 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.Lerato@sabs.co.za](mailto:Tenders.Lerato@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.***

### 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 [lerato.monyepao2@sabs.co.za](mailto:lerato.monyepao2@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  | 23 November 2021          |
| 2    | Compulsory Briefing session  | No                        |
| 3    | Appendix C, Non-disclosure Agreement /Confidentiality Undertaking signed and submitted   | 14 December 2021          |
| 4    | Appendix B, Intention to respond released and submitted  | 14 December 2021          |
| 5    | Final Date for Bidders to submit consolidated requests for clarification (Questions)<br>Questions to be send to <a href="mailto:lerato.monyepao2@sabs.co.za">lerato.monyepao2@sabs.co.za</a> | 30 November 2021          |
| 6    | SABS clarification. (Not further clarification after this date)  | 06 November 2021          |
| 7    | Proposal Submission Date<br>Proposals to be send to <a href="mailto:Tenders.Lerato@sabs.co.za">Tenders.Lerato@sabs.co.za</a>   | 14 December 2021,11:00 am |
| 8    | Evaluation of proposals  | 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.Lerato@sabs.co.za](mailto:Tenders.Lerato@sabs.co.za) indicating the tender **reference number** and **description on the subject**. **Maximum size 30MB**.
- 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 Functionality 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  | Annexure C Signed Non-disclosure agreement                                   |      |
| 4  | Appendix D Vetted SABS Terms & Conditions                                    |      |
| 5  | Appendix E CSD Report / Proof of banking details for international suppliers |      |
| 6  | Appendix F Declaration of Interest   |      |
| 7  | Appendix G Local Content(Not applicable)                                     |      |
| 8  | Appendix H BBBEE Certificate   |      |
| 9  | Annexure I 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, Trade Marks, 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

### Stage 1: Functionality Evaluation

| no.                      | Selection Criteria  | sub weight | Weight      |
|--------------------------|---|------------|-------------|
|                          | Functionality will be measured on a scale of 1-4, Poor:1, Average:2, Good:3, Excellent:4  |            |             |
| <b>1</b>                 | <b>Company Experience</b>   |            |             |
|                          | Company's years of experience in providing outsourced payroll services (company profile to be provided indicating the number of years experience ).   |            |             |
|                          | No relevant experience  | 0          |             |
|                          | < 5 Years of experience   | 1          |             |
|                          | 5 - 10 Years of experience  | 2          |             |
|                          | > 10 - 15 of experience   | 3          |             |
|                          | > 15 years of experience  | 4          |             |
| <b>2</b>                 | <b>Methodology and Approach</b>   |            |             |
|                          | Propose a high-level project plan with clearly defined deliverables and timelines   |            |             |
|                          | No project plan provided  | 0          |             |
|                          | Project plan provided however no defined deliverables and without timelines   | 1          |             |
|                          | Project plan provided with clearly defined deliverables and without timelines   | 3          |             |
|                          | Project plan with clearly defined deliverables, with timelines  | 4          |             |
| <b>3</b>                 | <b>Number of references provided</b>  |            |             |
|                          | Bidder must provide signed reference letters on client letterhead where payroll services were performed preferably in public entities (not older than 5 years)• Client name; Service provided, contact person and contact details.  |            |             |
|                          | No reference letter provided  | 0          |             |
|                          | 1 – 2 relevant reference letter(s)  | 1          |             |
|                          | 3 – 4 relevant reference letters  | 2          |             |
|                          | 5 - 6 relevant reference letters  | 3          |             |
|                          | ≥ 7 relevant reference letters  | 4          |             |
| <b>4</b>                 | <b>Experience of proposed team</b>  |            |             |
|                          | Bidders must provide a list of key personnel with a one (1) pager CV indicating qualifications, registration with relevant professional bodies where applicable, and relevant experience of the individuals who will be performing the assignment to SABS. Where a bidder proposes more than one resource, the weighting will be split accordingly on evaluation. |            |             |
|                          | No relevant experience  | 0          |             |
|                          | 1 to 5 years' experience  | 1          |             |
|                          | > 5 to 10 years' experience   | 2          |             |
|                          | > 10 to 15 years' experience  | 3          |             |
|                          | > 15 years' experience  | 4          |             |
|                          |   |            | <b>100%</b> |
| Minimun threshold is 75% |   |            |             |

*Bidders who obtained 75% and more on functionality will be evaluated on 80/20 preference point system.*

### **Stage 3: Preference Point System**

Bids will be evaluated in terms of the Preferential Procurement Regulation of 2017, where the 80/20 preference points system (price and BBBEE) will be used.

#### **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 into 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

### 1. BACKGROUND

The SABS is a schedule 3B public entity and has a wholly owned subsidiary namely SABS Commercial SOC (Ltd). Both entities are separate tax entities and currently run payroll function in-house centrally on CRS system. Additionally, SABS runs a separate payroll for pensioners who qualify for post-retirement medical aid subsidy. The SABS has a total of 728 number of employees broken down as follows:

- 268 number of employees for SABS
- 460 number of employees for Commercial

In addition, there are currently 377 of pensioners belonging to two medical aid schemes.

Payments of all staff travel advances and claims are made by the Finance department via AS25 and Oracle JD Edwards (JDE) system. At the end of the tax-year, a file is downloaded from financial system (JDE) and imported onto the CRS payroll system to ensure that the transactions appear on employees' IRP5's.

### 2. SCOPE OF WORK – OUTSOURCED PAYROLL SERVICES

The SABS and its subsidiary require services of a suitable service provider to provide full payroll services including submission of SARS returns, IRP 5's as outlined below for the three (3) year period. The service provider will be expected to run end to end payroll services *excluding actual processing of payments to employees, SARS and third parties on an on-line payment gateway platform for governance purposes*. The SABS will be responsible for release of any payment based on supporting documentation provided by the service provider.

The payroll system used by the bidder should be able to integrate with SABS JD Edwards ERP and CRS system which manages SABS employee's payslip history, tax certificates, leave balances and transactions. Alternatively, SABS employees should be able to access their payslip history and tax certificates via the web interface which can be integrated into SABS intranet.

| PAYROLL |   |   |
|---------|---|---|
| NO.     | BUSINESS REQUIREMENT                            | ACTION  |
| 1.      | Integration with HR information / other modules | <ul style="list-style-type: none"><li>• Latest updated employee records, to pull into payroll, Pension fund, medical aid choices, package structure, and exception reporting.</li><li>• Categories of employees including (EXCO, Committee members, other).</li><li>• Linkage of payroll for two separate tax entities to cost centers, linkage of payroll to budget. This to exclude staff payments as these are currently processed in Accounts Payable via AS25 and JDE. At tax year-end, a file from JDE is imported to CRS to ensure that these transactions appear on IRP 5.</li><li>• Integration of systems will be workshopped with SABS ICT team.</li></ul> |
| 2.      | Calculations for monthly payroll runs           | <ul style="list-style-type: none"><li>• Include special runs, bonus runs, provisions, variable pay dates, total calculations based on inputs, variance checks and reports.</li><li>• Workflow for payroll approval, 12-month reports with year-to-date (YTD), records of all changes, ability to do dummy/mock pay slips and to project a package.</li></ul>  |

| PAYROLL |  |   |
|---------|--|---|
| NO.     | BUSINESS REQUIREMENT                                 | ACTION  |
| 3.      | Pre-loaded statutory requirements / updated annually | <ul style="list-style-type: none"> <li>SARS tables with annual updates, ability to select all available tax codes, updated tax code selections, as updated by SARS.</li> <li>Department of Labour tables with annual updates (COIDA, UIF, etc.).</li> <li>EMP 201, EMP 501 (PAYE, UIF, SDL)</li> <li>SARS tables with annual updates, calculations done as per regulatory and legislative thresholds, annualized tax calculations, difference in treatment (including tax provisions) categories of payment. (e.g. bonus).</li> </ul>   |
| 4.      | Annual IRP5  | <ul style="list-style-type: none"> <li>Automatic IRP5 preparation, ease of submitting on SARS Easy file for employer, retention of history, and to upload pay slips on ESS/DIY.</li> <li>A payment file of all staff claims from JDE for the tax year to be imported into the payroll system for IRP 5 purposes. Integration of system will be workshopped with SABS ICT team.</li> </ul>   |
| 5.      | Method of calculation data (include benefit module)  | <ul style="list-style-type: none"> <li>Maintain data/history of calculations, used to apply calculations to the whole/part of population, pre-programmed calculations methodologies for overtime etc.</li> <li>Pre-programmed calculations methodologies (e.g. overtime, pension fund, medical aid, garnishee, allowances, etc.) to programme new calculation methodologies</li> </ul>  |
| 6.      | Tax period and year-end roll-overs                   | Maintain methodologies before and after roll-overs and within cycles. Produce exception reports   |
| 7.      | Calculation of package adjustments                   | Automatic recalculations based on package changes, maintain history of package changes, maintain YTD totals and integration of leave balances onto payslips   |
| 8.      | Leave provision                                      | Automatic quantification of leave balances based on current package (monthly) and provide leave provision amounts.  |
| 9.      | Management reports                                   | <ul style="list-style-type: none"> <li>Linking of General Ledger (GL) Accounts. A GL upload in a required/specified format for import into SABS ERP system.</li> <li>Leave provision amounts, Reconciliation of payroll with GL and exceptions in a report format.</li> <li>Reconciliation of payroll payments with bank module (and exceptions), net pay, bonus/13th cheque provisions, standard reports like EMP, OHS data, etc.</li> <li>All standard monthly reports (e.g., EMP, OHS data) at the minimum as per current system to enable Human Capital to perform all month-end and yea-end payroll reconciliations</li> <li>SARS, medical aid per scheme, pension fund, etc. monthly reports/schedules</li> <li>Submission of COIDA and all SARS returns e.g., EMP201, EMP 501</li> </ul> |
| 10.     | Salary payments                                      | <ul style="list-style-type: none"> <li>Submission of bank upload file for third party payments in a required format supported by schedules including amongst others, garnishee orders, maintenance, medical aid, pension fund, funeral, SARS, union deductions to SABS for actual</li> <li>Submission of employee payment bank file with sufficient supporting documentation to SABS</li> </ul>   |
| 11.     | Advances and other costs                             | Ability to deal with salary advances, reconciliation of advances against claims, tax considerations, exception reporting, and automatic deductions if un-reconciled   |

| PAYROLL |                      |  |
|---------|----------------------|--|
| NO.     | BUSINESS REQUIREMENT | ACTION   |
| 12.     | Payroll queries      | Upload salary payment, ability to implement encryption, master file amendment checks and exception reports   |
| 13.     | Payslips             | Monthly repository of payslips, design of payslip to suit SABS/best practice and in alignment with new proposal as per remuneration project, Payslip to reflect IRP 5 code.  |
| 14.     | History              | History as required by PAIA/AG, Secure storage of payroll information and document retention for a period of at least seven years. Other key legislation relates to the following: Companies Act, No 71 of 2008; Electronic Communication and Transaction Act, No25 of 2005; Compensation for Occupational Diseases Act, No 130 of 1993; Occupational Health and Safety Act, No 85 of 1993 relating to an obligation by a health and safety committee to keep record of each recommendation made to an employer in terms of issues affecting the health of employees and of any report made to an inspector in terms of the recommendation for a period of 3 years; Basic Conditions of Employment Act, No 75 of 1997 pertaining to keeping written particulars of employee for 3 years after termination of employment ; Employment Equity Act, No 55 of 1998 pertaining to aspects such as retention of EE plan for 3 years post expiration if organisation employees more than 150; |
| 15.     | Data ownership       | <ul style="list-style-type: none"> <li>• All payroll data will be owned by SABS because it is SABS Intellectual Property.</li> <li>• Reports of data backups must be submitted to the SABS on a weekly basis to confirm data security and quality, and disaster recovery solution.</li> <li>• The data must belong to SABS after the contract expiry. At end of the contract, the data must be supplied to SABS in a required format that will be specified in the contract.</li> </ul>  |
| 16.     | Audit trails         | Audit trails for all changes, exception reports to a designated official in SABS Human Capital.  |

## 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 \_\_\_\_\_

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## Appendix C

### 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 20456** 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 of .....2021

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

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

Signed at..... on this.....day of .....2021

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

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

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

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

## **Appendix D**

### **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 E**  
**CSD REPORT**



## Appendix F

### DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative: .....

2.2 Identity Number: .....

2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>): .....

2.4 Company Registration Number: .....

2.5 Tax Reference Number: .....

2.6 VAT Registration Number: .....

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

<sup>1</sup>"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

<sup>2</sup>"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder  
presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member: .....

Name of state institution at which you or the person  
connected to the bidder is employed :

Position occupied in the state institution:

.....

.....

Any other particulars:

.....

.....

.....

2.7.2 If you are presently employed by the state, did you obtain  
the appropriate authority to undertake remunerative  
work outside employment in the public sector?

**YES / NO**

2.7.2.1 If yes, did you attached proof of such authority to the bid  
document?

**YES / NO**

(Note: Failure to submit proof of such authority, where  
applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

.....

.....

.....

2.8 Did you or your spouse, or any of the company's directors /  
trustees / shareholders / members or their spouses conduct  
business with the state in the previous twelve months?

**YES / NO**

2.8.1 If so, furnish particulars:

.....

.....

.....

2.9 Do you, or any person connected with the bidder, have  
any relationship (family, friend, other) with a person  
employed by the state and who may be involved with  
the evaluation and or adjudication of this bid?

**YES / NO**

2.9.1If so, furnish particulars.

.....

.....

.....

2.10 Are you, or any person connected with the bidder,  
aware of any relationship (family, friend, other) between  
any other bidder and any person employed by the state  
who may be involved with the evaluation and or adjudication  
of this bid?

**YES/NO**

2.10.1If so, furnish particulars.

.....

.....

.....

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? **YES/NO**

2.11.1 If so, furnish particulars:

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

**3 Full details of directors / trustees / members / shareholders.**

| Full Name | Identity Number | Personal Tax Reference Number | State Number / Employee Number |
|-----------|-----------------|-------------------------------|--------------------------------|
|           |                 |                               |                                |
|           |                 |                               |                                |
|           |                 |                               |                                |
|           |                 |                               |                                |
|           |                 |                               |                                |
|           |                 |                               |                                |
|           |                 |                               |                                |

**4 DECLARATION**

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.  
 I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
 Signature

.....  
 Date

.....  
 Position

.....  
 Name of bidder

**Appendix H**  
**BBBEE Certificate**

#### **Appendix I – Quotations or Pricing Schedule**

- Bidders must submit an all-inclusive price / quotation for the three (3) years duration clearly indicating the total price monthly and the total price yearly.
- Bidders must also provide a detailed pricing breakdown for the duration of the contract (3 years).
- The total quotation must be inclusive of Vat

**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:

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

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

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

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

**Appendix L**  
**Page 2 of tender document**



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

## Appendix N

### Request for Proposal Enquiry

To: [lerato.monyepao2@sabs.co.za](mailto:lerato.monyepao2@sabs.co.za)

From: \_\_\_\_\_

**Questions:**

**Answers:**

To: [lerato.monyepao2@sabs.co.za](mailto:lerato.monyepao2@sabs.co.za)