

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

RFP NUMBER: 201719

DESCRIPTION: APPOINTMENT OF A REPUTABLE SERVICE PROVIDER FOR THE DESIGN, DEVELOPMENT, IMPLEMENTATION, AND SUPPORT OF A MODERN, INTEGRATED DIGITAL PLATFORM TO REPLACE SABSTAN FOR THE DEVELOPMENT AND PUBLICATION OF STANDARDS AT THE SOUTH AFRICAN BUREAU OF STANDARDS

CLOSING DATE: 29th August 2025

CLOSING TIME: 11:00am

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Milestones	Date & E-mail address
Compulsory Briefing Session	Date: 14 th August 2025 Time: 10:00 AM – 11:00 AM Join the meeting now Meeting ID: 333 179 115 882 0 Passcode: Xg95Uy7Y

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

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

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

1. Intent

The South African Bureau of Standards (SABS) is inviting experienced and reputable (Suppliers) Bidders to submit proposals for the **design, development, implementation, and support of a modern, integrated digital platform to replace SABStan for the development and publication of standards at the South African Bureau of Standards (SABS).**

2. Confidentiality

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

3. Procedural compliance

3.1 Intent to respond

An interested Bidder is required to advise the SABS of its intention to submit a proposal by completing and returning the “Intention to Respond” form (Appendix B) no later than **29th August 2025**. 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. 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.luvuyo@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 expressed 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 noncompliance 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 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, 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 a request, if there is 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 SABS, including undertaking to sign all forms necessary to affect such transfer.

4. General Instructions

4.1 Assumptions

SABS has endeavored 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 SABS. 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 Luvuyo.Tshabalala@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	8 th August 2025
2	Appendix C, Non-disclosure Agreement /Confidentiality Undertaking signed and submitted	29 th August 2025
3	Appendix B, Intention to respond released and submitted	29 th August 2025
4	Final Date for Bidders to submit consolidated requests for clarification (Questions) Questions to be sent to Luvuyo.Tshabalala@sabs.co.za	13 th August 2025
5	SABS clarification. (No further clarification after this date)	14 th August 2025
6	Proposal Submission Date Proposals to be sent to tenders.luvuyo@sabs.co.za	29 th August 2025
7	Evaluation of proposals	TBC
8	Awarding of Tender (Next TC seating)	TBC

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 o Company profile o Completed 'Statement of Compliance' (Appendix K)

4.6 Presentations

The SABS reserves 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 date and time.

4.8 Submitting a response

4.8.1 Due date

o Proposals/ Bids are to be submitted by closing date and time as stipulated on page 1.

- o Proposals/ Bids must be submitted **electronically** to tenders.Luvuyo@sabs.co.za indicating the tender **reference number** and **description on the subject**. **Maximum size 14MB**.
- o Proposals/ Bids must be submitted on **PDF Files** (compressed zipped folder if necessary).
- o Proposals/Bids submitted **via a link and/or "we transfer" will not be accepted**.
- o The responsibility for on-time submission rests entirely with the Bidders.
- o **Late submissions will NOT be accepted.**

The above email address should only be used for submission of proposals. No clarity-seeking questions should be sent to this email address.

4.8.2 Proposal format

Each proposal shall include a detailed description of the Bidder's capabilities regarding 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.

5. Evaluation

5.1 Returnable documents

Bidders must provide the following administrative compliance documents.

[TICK APPLICABLE BOX]

NO	APPENDIX	TICK
1	Appendix A Tender Requirements/ Scope of Work	
2	Appendix B Intention to Respond	
3	Appendix C SBD 4 Bidder's Disclosure	
4	Appendix D Signed Non-disclosure agreement	
5	Appendix E SBD 6.1 Preference points claim form in terms of the Preferential procurement Regulation 2022	
6	Appendix F Signed SABS Terms & Conditions	
7	Appendix G CSD Report / Proof of banking details for international suppliers	
8	Appendix H BBBEE/ Sworn affidavit	

9	Annexure I Quotation/ Fixed Rate	
10	Appendix J Management Summary (including Statement of Compliance)	
11	Appendix K Statement of Compliance	
12	Appendix L Page 2 of the RFP Document	
13	Appendix M Audited Financial Statements	
14	Appendix N Request for Proposal Enquiry	

5.2 Disqualifying criteria are 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 the bid.
- Bidders who make a misrepresentation on the above 2 points or any other material fact.

5.3 Tender Evaluation Process

Mandatory Requirements

The bidder must demonstrate appropriate authorization or ownership in relation to the proposed solution:

- For **off-the-shelf** or **commercial software solutions**, the bidder must be an accredited partner or authorized reseller of the proposed product. A valid letter from the Original Equipment Manufacturer (OEM) confirming such a partnership or reseller status must be submitted with the bid.
- For **custom-developed solutions**, the bidder must provide evidence of full ownership or development rights to the proposed solution, including the ability to customize, support, and maintain the application. Where applicable, the bidder must disclose any third-party components or frameworks used and provide proof of licensing or usage rights for those components

Functionality Evaluation

- The functional requirements listed below must be adequately addressed to demonstrate responsiveness, which is prerequisite for qualifying for the subsequent evaluation phase.
- This is being done to assess each bidder's capacity to effectively complete the contract in accordance with the requirements.
- This means that the submission must: (i) directly respond to each requirement listed, (ii) demonstrate understanding and capability to meet those requirements, (iii) provide sufficient detail or evidence to show compliance.
- After this stage, the bids will be disqualified and will not be able to continue with price scoring if they do not meet the threshold of 75%

Functionality will be measured on a scale of 1-5. Very poor:1, Poor:2, Average:3, Good:4, Excellent:5

No.	Criteria	Scale	Weight
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1.	Project Plan and Implementation Methodology The service provider must submit a comprehensive and well-structured project plan—preferably presented on a Gantt chart—that reflects a thorough understanding of the project’s scope, objectives, and complexity. The plan should detail all phases of the project lifecycle, including system design, development, testing, data migration, deployment, training, and post-implementation support. It must be supported by a robust implementation methodology that aligns with best practices in traditional or hybrid project management, featuring clearly defined milestones, deliverables, timelines, and dependencies. In addition, the proposal must include the following key components: Risk Management Strategy: A proactive approach to identifying, assessing, and mitigating risks, <u>supported by a detailed risk register.</u> Quality Assurance Strategy: Measures and processes to ensure the delivery of high-quality outputs throughout the project lifecycle. Change Management Approach: A structured plan to manage transitions effectively, minimizing disruption to SABS operations. Stakeholder Engagement Strategy: Mechanisms for engaging stakeholders, facilitating communication, and ensuring transparency and accountability. Emphasis will be placed on the feasibility of the proposed timelines, the adaptability of the approach to SABS’s operational environment, and the effectiveness of the strategies for managing risks, quality, change, and stakeholder involvement.	0 - No project plan or implementation methodology provided	45%
		1 – Project plan provided <u>ONLY.</u>	
		2 – Project plan and risk management strategy (including risk register) provided.	
		3 – Project plan, risk management strategy (including risk register), and quality assurance strategy provided.	
		4 - Project plan, risk management strategy (including risk register), quality assurance strategy, and change management approach provided.	
		5 – Project plan, risk management strategy (including risk register), quality assurance strategy, change management approach, and stakeholder engagement strategy provided.	
2.	Resources	0 - No resource plan or CVs provided.	30%

The service provider must propose a qualified and experienced project team with clearly defined roles and responsibilities. Each proposed resource must meet the minimum qualifications and possess relevant certifications as outlined below: Project Manager (Mandatory): - Bachelor of Computer Science, Information Technology, Business Management, or related. - Minimum of 5 years of experience managing large-scale ICT projects or technology implementation initiatives. - PMP/PRINCE2/AgilePM certification is required. Technical Lead (Mandatory): - Bachelor of Computer Science, Computer Engineering, Information Technology, or similar. - Minimum of 6 years of experience in software development, enterprise system architecture and integration. - TOGAF (The Open Group Architecture Framework) is required. Software Developer(s): - Bachelor of Science in Computer Science, Computer Engineering, Software Engineering, Information Technology, or similar. - Minimum of 4 years' experience in full-stack development using modern frameworks and languages (e.g., .NET, Java, Angular, React). UI/UX Designer: - National Diploma in Graphic Design, or related - Minimum of 3 years' experience in designing user-centric interfaces for enterprise applications. Business Systems Analyst:	1 - Only mandatory roles are defined (i.e., Project Manager & Technical Lead)	
	2 - Mandatory roles are defined (i.e., Project Manager & Technical Lead). 2 other roles are defined.	
	3 – Mandatory roles are defined (i.e., Project Manager & Technical Lead) 3 other roles are defined	
	4 - Mandatory roles are defined (i.e., Project Manager & Technical Lead) 4 other roles are defined	
	5 - All key roles are clearly defined with named individuals. Each role has relevant qualifications and experience aligned with project scope.	

	- Bachelor of Science in Computer Science, Information Technology, Information Science, Information Systems, or similar. - Minimum of 3 years' experience in business process modelling, requirements elicitation, and stakeholder engagement. Quality Assurance (QA) Specialist: - Bachelor of Science in Computer Science, Information Technology, Information Systems, or related. - ISTQB Certified Tester (Foundation or Advanced Level) is required. - At least 4 years in test planning, automation, and execution. - Experience with enterprise systems and integration testing is essential. Database Administrator / Data Engineer: - Bachelor's degree in computer science, Data Engineering, or Information Systems. - Microsoft SQL Server, Oracle DBA, or equivalent; Data Engineering certifications (e.g., Microsoft Azure Data Engineer). - Minimum of 5 years' experience in database administration, data migration, and performance optimization. - Experience with ERP integration and metadata management is required. The evaluation will consider the relevance of each resource's experience, their availability for the duration of the project, and the overall balance and strength of the proposed team.						
3.	Experience and Track Record The service provider must demonstrate a proven track record in delivering enterprise-level technology solutions, or Information Management Systems (IMS) across diverse sectors. Proposals should include seven client references (on client letterhead) showcasing successful	<table><tr><td>0 - No client reference letters provided.</td><td rowspan="4">25%</td></tr><tr><td>1 - One client reference letter provided.</td></tr><tr><td>2 - Two client reference letters provided.</td></tr><tr><td>3 - Three client reference letters provided.</td></tr></table>	0 - No client reference letters provided.	25%	1 - One client reference letter provided.	2 - Two client reference letters provided.	3 - Three client reference letters provided.
0 - No client reference letters provided.	25%						
1 - One client reference letter provided.							
2 - Two client reference letters provided.							
3 - Three client reference letters provided.							

	delivery of comparable projects. These examples should highlight: • The project scope and objectives • Technologies or platforms used • Outcomes achieved • Client contact information for reference verification	4 - Four client reference letters provided.	
		5 - Five client reference letters provided.	

Bidders who meet the minimum threshold of 75% on functionality will be evaluated further on the 80/20 preference point system

- **The top three suppliers who meet the minimum technical/functionality evaluation score of 75% may be invited to participate in the second assessment stage, demonstrating/presentation/interview session.**

5.4 Preferential point system – Pricing and SPECIFIC GOAL

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

6. Feedback on Proposals

Once the recommendation to the 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

1.1. Scope of Service

THE APPOINTMENT OF A REPUTABLE SERVICE PROVIDER FOR THE DESIGN, DEVELOPMENT, IMPLEMENTATION, AND SUPPORT OF A MODERN, INTEGRATED DIGITAL PLATFORM TO REPLACE SABSTAN FOR THE DEVELOPMENT AND PUBLICATION OF STANDARDS AT THE SOUTH AFRICAN BUREAU OF STANDARDS (SABS)

The South African Bureau of Standards (SABS) is a statutory body established under the Standards Act, 1945 (Act No. 24 of 1945) and operates under the latest edition of the Standards Act, 2008 (Act No. 8 of 2008). The organization serves as the national standardization institution in South Africa and has the following mandates:

- **Develop, promote, and maintain South African National Standards (SANS):**
The SABS is responsible for the creation, promotion, and upkeep of national standards in South Africa. These standards ensure quality, safety, and reliability across various industries and sectors.
- **Promote quality in connection with commodities, products, and services:**
The SABS aims to enhance and maintain quality standards for commodities, products, and services offered in South Africa. It works towards ensuring that these goods and services meet the required quality and safety standards.
- **Render conformity assessment services and assist in matters connected therewith:**
SABS provides conformity assessment services to evaluate whether products, services, or management systems meet specific requirements or standards. This assessment ensures compliance and certification, giving assurance to customers and stakeholders.

The South African Bureau of Standards (SABS) is in the process of restructuring its macro and micro processes in line with the organizational review. Also aligning to the new operating model to enable integration and collaboration as part of transitioning into the new organizational structure. However, to address the current operational inefficiencies and support the growth of the organization, SABS has initiated a multi-year digital transformation strategy that focuses on leveraging technology to support key business processes.

The SABS operates within a complex information and communication technology (ICT) landscape that includes legacy technologies, unsupported systems, and manual processes. This setup is inadequate to meet the increasing technological demands from the core business segments which ICT & Knowledge Management support. This environment hinders seamless business transactions, introduces operational inefficiencies, and poses significant business continuity risks.

The South African Bureau of Standards (SABS) currently uses SABStan, a bespoke desktop application built on Oracle Forms 6i emplaced within the organization in 1998. This custom-developed desktop application manages the development and publication of standards, storing metadata, version management, tracking project phases, managing standards relations, grouping keywords, and generating metadata for the Enterprise Resource Planning (ERP) system within the SABS and the

SANS Webstore (i.e., an e-commerce platform powered by Adobe Commerce, through which standards are sold and distributed). SABStan is utilized by Standards Development, Sales and Information Services, and the Call Centre departments.

However, SABStan has presented several operational challenges for the South African Bureau of Standards thus becoming a bottleneck in the organization's digital transformation journey. These challenges include the following:

- Originally developed in 1998 using Oracle Forms 6i, SABStan lacks the modern features and optimizations found in contemporary systems. The lack of these modern features and optimizations results in an absence of intelligent automation for workflows, approvals, and notifications. Additionally, poor user interface design leads to a steep learning curve and reduces user satisfaction. Moreover, low productivity within the Standards Development, Sales and Information Services, and Call Centre departments can be attributed to sluggish performance under increased loads.
- The system's outdated architecture creates significant compatibility and integration issues, thus hindering the ability for the South African Bureau of Standards to adopt emerging technologies and digital tools due to system limitations to interface with newer systems.
- SABStan is no longer supported by its original developers or vendors. Consequently, there is no access to patches, updates or technical support. As a result, the system is increasingly exposed to system failures and vulnerabilities.
- The system was not designed to scale with the growing and evolving needs of SABS as it cannot accommodate the increasing volumes of users, documents, or standards.
- The aging system increases the likelihood of unexpected outages that disrupt critical business operations, thus posing a threat to productivity and business continuity. Additionally, the aging infrastructure poses a risk of data loss or corruption due to a lack of modern data backup and recovery mechanisms.
- SABStan operates in isolation as there is no direct integration with other core systems within the SABS thus necessitating manual data transfers which may lead to duplication, errors, and inefficiencies.
- Finally, SABStan is a desktop application which requires local installation, thus limiting remote access. Moreover, the system lacks mobile compatibility and browser-based access.

As such, the South African Bureau of Standards is seeking proposals from a reputable service provider to implement an end-to-end solution to replace its legacy SABStan system, a critical but outdated platform used for standards development and publication. This solution will use the latest technology to automate end-to-end business processes and procedures across the Standards Development, Sales & Information Services, and Call Centre departments.

The contracted service provider will be responsible for the end-to-end design, development, implementation, integration, quality assurance & testing, deployment of a modern and scalable solution that is capable of being customized as per the requirements outlined by the South African Bureau of Standards (SABS) in a bid to replace SABStan. Additionally, the contracted service provider shall provide effective skills transfer and training to the relevant stakeholders. Subsequently, the service provider shall provide ongoing technical assistance, support, and maintenance for a period of three (3) years from the date of Go-Live.

The proposed solution shall facilitate or support the Standards Development, Sales & Information Services, and Call Centre internal process through the provisioning of a fully integrated, end-to-end digital environment that facilitates the complete lifecycle of standards development and publication within the South African Bureau of Standards. This includes facilitating the development of standards by enabling the creation, editing, and approval of standards documents; managing version control and tracking the progression of standards through various development phases; and maintaining comprehensive metadata for each standard and associated project.

The proposed system or solution must support the management of relationships between standards, including identifying or classifying homegrown versus adopted standards, and allow for the grouping of keywords to enhance searchability and classification.

Moreover, the proposed solution should also automate the generation of metadata required for integration with external systems such as the Enterprise Resource Planning (ERP) system and the Adobe Commerce Webstore.

Furthermore, the solution must streamline workflows, support collaboration among internal and external stakeholders, and ensure secure, role-based access to sensitive content.

The proposed digital platform should ensure that finalized standards are published in multiple formats and distributed through appropriate channels, while maintaining a robust audit trail and ensuring compliance with regulatory and operational requirements.

At a high level, the South African Bureau of Standards endeavors to streamline the core processes involved with the development of standards through the procurement of a reputable service provider who will be responsible for the design, development, implementation, and support of a modern, secure, and scalable digital platform to replace the existing SABStan system.

The solution must support the full lifecycle of standards development and publication, incorporating the following core functional areas:

1. Standards Creation and Management

- Enable the creation of new standards from scratch.
- Support editing and updating of existing standards.
- Manage various document types including drafts, revisions, and final versions.

2. Collaboration and Workflow Automation

- Facilitate collaboration among internal and external stakeholders, including committees, and reviewers.
- Automate workflow processes for standards development, including task assignment, tracking, and notifications for approvals and feedback.

3. Version Control and Document Tracking

- Implement robust version control to manage changes and revisions with full traceability.
- Provide advanced search capabilities for efficient retrieval of standards and related documents.

4. Integration and Compatibility

- Ensure seamless integration with existing SABS systems such as content management platforms, collaboration tools, Adobe Commerce Webstore, ERP, and any bespoke Information Management Systems.

5. User Interface and Accessibility

- Deliver an intuitive, user-friendly interface that supports and enhances user adoption across diverse stakeholder groups.

6. Reporting and Analytics

- Generate real-time and scheduled reports on standards development activities, workflow progress, document status, and user engagement.
- Enable data filtering, sorting, and drill-down capabilities for detailed analysis.

7. Mobile Accessibility and Flexibility

- Provide mobile-friendly access to allow remote collaboration and document interaction.

8. Compliance and Regulatory Alignment

- Ensure compliance with all applicable regulatory standards governing the development, management, and publication of standards.

9. Scalability and Performance

- Design the system to scale with increasing document volumes, user numbers, and system usage without compromising performance.

10. Security and Data Protection

- Implement enterprise-grade security features including encryption, secure authentication, data masking, and access control.
- Include automated backup, disaster recovery, and audit trail capabilities.

11. Metadata and Document Management

- Maintain comprehensive metadata for standards and projects.
- Manage keywords, standard designations (e.g., SANS, ISO), historical SABS numbers, and cost center associations.
- Automatically assign unique SABS numbers to new projects.

12. Standards Relationships and Tracking

- Track relationships between standards and distinguish between homegrown and adopted standards.
- Monitor document status from draft to final publication.

13. Development and Approval Workflow

- Support the full workflow from drafting to approval and publishing.
- Assign roles and responsibilities to committees and individuals.
- Manage certification processes and distribution channels.

14. Document Formatting and Publishing

- Provide tools for formatting and publishing standards in multiple formats (i.e., XML, Word, PDF, etc.).
- Support watermarking with customizable text and preview functionality.

15. System Administration and Configuration

- Manage user roles, permissions, and system-wide parameters.
- Maintain a configurable calendar of public holidays.

16. Subscription and Customer Management

- Automate subscription renewals and customer notifications.
- Support self-selects subscription models and multi-year pricing.
- Integrate subscription data with invoicing, watermarking, and BI reporting.

17. Watermark and Subscription Period Management

- Display both the start and expiry dates of subscription agreements on watermarked documents to ensure clarity and transparency for customers.
- Capture subscription periods in a designated date field using a mandatory format that supports watermark generation, BI reporting, and integration with ERP.

18. Product and Price List Integration

- Enable real-time synchronization of product data with ERP, ensuring updates in proposed solution are reflected accurately across various integrated systems.
- Integrate price lists between the proposed system and ERP to support:
 - Automated annual price increases, configurable at item or category/group level.
 - Multi-year pricing options, each with a designated end date, to support phased product rollouts and long-term agreements.

19. Invoicing Accuracy and Price Control

- Ensure all prices, including subscriptions and discounts, are selected from a prepopulated menu, eliminating manual entry errors.
- Implement a tiered authorization workflow for approving price deviations from standard rates.
- Include a mandatory reference field for tax invoice numbers on subscription agreement watermarks.

20. Subscription Renewal and Customer Notifications

- Automatically send renewal reminders to customers at least 60 days before subscription expiry.
- Allow customers to create self-select subscription collections and accept terms and conditions before product release.

The service provider shall carry out the above scope of work in line with the SABS Project Management Framework as per the below:

1. Software Development Life Cycle (SDLC)

1.1. System Analysis, Design, and Solutioning

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

The appointed service provider will develop a comprehensive technical/functional specification document that comprehensively communicates the functionalities and features of the proposed solution. This document provides detailed insights into the architecture, modules, functionalities, and integrations for the proposed system, including the operations and interactions of each module within the system, including:

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

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

- **Database Design:**

Documentation detailing the design & structure of the proposed database design, and relationships of the data within the proposed system.

- **System Architecture Design:**

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

The aforementioned documentations serve as a critical component for the successful implementation of the proposed replacement for SABStan.

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

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

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

Deliverable(s): System Design document (e.g. Technical Functional Specification/ Functional Requirements Specification)

1.2. Development & Configuration of the Proposed Replacement for SABStan

The contracted service provider is tasked with developing, configuring, or customization of the proposed software solution as per the examined, confirmed, and validated business requirements and functional requirements specification (FRS) documents outlined by the South African Bureau of Standards.

Deliverable: MVP that meets the requirements outlined within the Business Requirements Specification, and Functional Requirements Specification.

1.3. Testing & Quality Assurance (QA)

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

During the development phase, the contracted service provider shall formulate a Test Plan, which will be submitted for approval by the South African Bureau of Standards.

The Test Plan must encompass all testing scenarios and test cases. The plans shall include a Requirements Traceability Matrix (RTM) as an essential component.

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

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

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

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

1.4. Security and Penetration Testing Requirements

The service provider shall build the replacement for SABStan incorporating multi-layered defence mechanisms throughout the software development lifecycle (SDLC). The appointed service provider must ensure the platform meets both SABS's internal cybersecurity policies and applicable national/international standards for data protection, including but not limited to POPIA (Protection of Personal Information Act), ISO/IEC 27001, and OWASP Top 10.

At a minimum, the following security protocols and testing processes must be included in the project delivery lifecycle:

(i) Security Architecture and Design:

The appointed service provider shall design the solution architecture to include secure authentication and authorization mechanisms (including support for SSO, multi-factor authentication, and role-based access control), encrypted data, and audit logging for all user and system-level activities.

(ii) Secure Development Practices:

Development of the proposed solution must follow industry best practices such as secure coding guidelines, input validation, session management, dependency scanning, and use of secure frameworks. Code reviews, static analysis, and dependency vulnerability scanning must be routinely performed.

(iii) Penetration Testing Requirements:

The appointed service provider is required to conduct comprehensive independent penetration testing of the full solution prior to User Acceptance Testing (UAT) and production deployment. This must be conducted by testers holding qualifications such as CEH, or equivalent.

The penetration test must include but is not limited to:

- External and internal network perimeter testing
- Web application security testing including OWASP Top 10 (e.g., SQL Injection)
- Authentication and session management
- Access control bypass attempts
- Server and infrastructure verification
- Misconfiguration and patch management review
- API security testing
- Denial of Service (DoS) resilience

(iv) Remediation and Retesting:

The appointed service provider shall be responsible for remediating all identified vulnerabilities and re-submitting the platform for retesting. No critical or high vulnerabilities shall remain unresolved prior to go-live.

(v) Ongoing Security Testing Post-Go-Live:

The appointed service provider shall conduct periodic vulnerability scans and annual penetration tests as part of the support and maintenance services. Additionally, any significant updates or architectural changes shall trigger re-evaluation of security controls and, if necessary, additional testing.

(vi) Data Protection and Compliance:

The platform must ensure secure handling and processing of all personal and confidential data. The system must include user consent management mechanisms, data anonymization/pseudonymization options, secure backups, retention policies, and capabilities for data subject rights execution (e.g., right to access, correct, delete). The service provider must ensure compliance with the Protection of Personal Information Act (POPIA) and any future amendments or relevant SABS policies.

(vii) Incident Response and Security Monitoring:

The solution must support integration with Security Information and Event Management (SIEM) systems and must generate meaningful, real-time logs and alerts. The service provider shall provide an incident response plan and cooperate with SABS during any security incidents or breach investigations.

1.5. System Validation & Qualification

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

1.6. User Training, Change Management & Knowledge Transfer

The contracted service provider shall play a key role in supporting the South African Bureau of Standards through the change process by delivering targeted training and comprehensive documentation to the various teams within the South African Bureau of Standards that facilitates smooth adoption of the new solution.

Training must be tailored to the needs of various user groups and aligned with the broader change management strategy to ensure users within the South African Bureau of Standards are confident, informed, and engaged. The appointed service provider shall deliver structured training sessions supported by clear, user-friendly materials.

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

1.7. Deployment

The contracted service provider shall provide infrastructure/server requirements for the deployment of the proposed solution to development (i.e., DEV), and production (i.e., PROD) environments **PRIOR** to the commencement of any deployment activities for the proposed solution.

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

1.8. Hosting

The proposed platform developed to replace SABStan shall be hosted within the South African Bureau of Standards' (SABS) cloud (i.e., Microsoft Azure) environment, in accordance with the SABS cloud strategy, security policies, and governance frameworks. The appointed service provider shall be responsible for ensuring full compatibility, optimal performance, and secure deployment of the platform within this Azure infrastructure.

The appointed service provider shall work in collaboration with SABS to define, provision, and configure the necessary infrastructure components, ensuring that all environments (development, testing, staging, and production) are appropriately set up and isolated.

1.9. Change Management

As part of the scope of work for this project, the appointed service provider shall be responsible for executing a comprehensive change management process within the various departments within the South African Bureau of Standards.

2. Data Migration

As part of the scope of work for this project, the appointed service provider shall be responsible for executing a comprehensive data migration process. This process involves transferring data from all historical source applications to the proposed solution (destination applications).

Implications for the Appointed Service Provider:

(i) Assessment and Planning:

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

(ii) Data Extraction:

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

(iii) Data Transformation:

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

(iv) Data Loading:

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

(v) Data Validation and Quality Assurance:

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

(vi) Documentation and Reporting:

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

(vii) Risk Management:

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

3. Licensing

The solution shall support up to **80 internal concurrent users**, including administrative users.

Licensing requirements shall be defined based on the nature of the solution as follows:

(i) Custom-Developed Solutions

For solutions developed specifically for the organization (i.e., bespoke or custom-built applications), the following licensing principles shall apply:

- The organization shall retain full ownership of the source code, design, and deployed environment, unless otherwise agreed.
- No recurring license fees shall be payable for the use of the custom-developed solution, except where third-party components, frameworks, or libraries are integrated.
- In such cases, the provider must:
 - Clearly disclose all third-party dependencies and associated licensing terms.
 - Ensure that any third-party licenses are compatible with commercial use and do not restrict modification.
- The provider must ensure that the solution complies with open-source licensing best practices where applicable and avoid restrictive licenses unless explicitly approved.

(ii) Off-the-Shelf Solutions with Customization

For commercial off-the-shelf (COTS) software that requires customization:

- Licensing shall be based on the vendor's standard model, with transparent pricing and scalability options.
- The license must cover 80 concurrent internal users, including administrative users.
- Customization must not invalidate or conflict with the vendor's licensing terms.
- The appointed service provider must ensure that any customizations are maintainable and do not compromise support or upgrade paths.

4. Support and Maintenance for Three (3) Years

After the official handover of the proposed solution, the contracted service provider shall provide support and maintenance for the new proposed solution for a period of three years. Within this support, software updates and software releases should be provided to correct the errors and bugs of the system. A contact person should be allocated from service providers team for fielding technical support issues. The SABs's staff can report all the revealed error cases and bugs to the contracted service provider in written form (email) or by telephone.

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

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

5. Intellectual Property Rights & Ownership

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

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 _____

Appendix C

BIDDER'S DISCLOSURE

SBD 4

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offer 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.

2.2

Full Name	Identity Number	Name of State institution

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 DECLARATIONS

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

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

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 organization 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 201719 APPOINTMENT OF A REPUTABLE SERVICE PROVIDER FOR THE DESIGN, DEVELOPMENT, IMPLEMENTATION, AND SUPPORT OF A MODERN, INTEGRATED DIGITAL PLATFORM TO REPLACE SABSTAN FOR THE DEVELOPMENT AND PUBLICATION OF STANDARDS AT THE SOUTH AFRICAN BUREAU OF STANDARDS**, 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 such information is marked as or appears to be confidential and whether such information is of commercial use to South African Bureau of Standards or any other party.
4. This agreement shall not apply to information which: -
 - (a) The Bidder can show had been lawfully received by it prior to disclosure under this agreement.
 - (b) is in the public domain or becomes so otherwise than through breach of this agreement.
 - (c) was disclosed to the Bidder by a third party who was under no obligation of confidence in respect thereof.
5. The Bidder further undertakes that the South African Bureau of Standards retains ownership of all Intellectual property rights on all material and processes developed that relate to the service provided for and on its behalf by the Bidder. The Bidder undertakes to transfer all said Intellectual Property Rights, whether registered and / or unregistered, to 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 of2025

On behalf of the South African Bureau of Standards (signature)
Luvuyo Tshabalala (Procurement)

Witness 1. Witness 2.

Signed at..... on this..... day of2025

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

..... (name) (title)

Witness 1. Witness 2.

To: tenders.luvuyo@sabs.co.za

Appendix F

CONTRACTING

Bidders are notified that the contracting dispensation and or format will be the NEC4 Engineering & Construction Contract (ECC4) and as such any interpretation documents will be the bidders' cost.

Annexure G CSD REPORT

Appendix H – BBBEE Certificate/Sworn Affidavit

Appendix I

Quotation

Appendix J

Management Summary

Appendix

Statement of Compliance to the Request for Proposal

Company Name: _____

Proposed Service: _____

It is hereby confirmed that the proposal response to SABs’ RFP is fully compliant with all points except for the specific issues outlined below:

Signed: _____ (Authorized Signatory)

Name: _____

Position: _____

Date: _____

Appendix

Page 2 of tender document L

Appendix
AUDITED FINANCIAL STATEMENT M

Appendix

Request for Proposal Enquiry N

To: Luvuyo.Tshabalala@sabs.co.za

From:

Questions:

Answers:

To: Luvuyo.Tshabalala@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 a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim regarding 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:

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = 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:

$$P_s = 90(1 + \frac{P_t - P_{max}}{P_{max}}) \quad \text{or} \quad P_s = 80(1 + \frac{P_t - P_{max}}{P_{max}})$$

P_{max}

P_{max}

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

Specific Goal	The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
	100% black ownership		10		

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

DECLARATION WITH REGARD TO COMPANY/FIRM

- 4.3. Name of company/firm.....
- 4.4. Company registration number:
- 4.5. TYPE OF COMPANY/ FIRM
- ☐ Partnership/Joint Venture / Consortium
 - ☐ One-person business/sole propriety
 - ☐ Close corporation
 - ☐ Public Company
 - ☐ Personal Liability Company
 - ☐ (Pty) Limited
 - ☐ Non-Profit Company
 - ☐ State Owned Company
- [TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorized 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 favorable arrangements due to such cancellation.
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)

BID NUMBER:	RFP 201719	CLOSING DATE:	29 th August 2025	CLOSING TIME:	11:00am
-------------	------------	---------------	---------------------------------	------------------	---------

DESCRIPTION	APPOINTMENT OF A REPUTABLE SERVICE PROVIDER FOR THE DESIGN, DEVELOPMENT, IMPLEMENTATION, AND SUPPORT OF A MODERN, INTEGRATED DIGITAL PLATFORM TO REPLACE SABSTAN FOR THE DEVELOPMENT AND PUBLICATION OF STANDARDS AT THE SOUTH AFRICAN BUREAU OF STANDARDS
-------------	---

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

--

--

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO	TECHNICAL ENQUIRIES MAY BE DIRECTED TO:
---	--

CONTACT PERSON		CONTACT PERSON	
TELEPHONE NUMBER		TELEPHONE NUMBER	
E-MAIL ADDRESS		E-MAIL ADDRESS	

SUPPLIER INFORMATION

NAME OF BIDDER	
----------------	--

POSTAL ADDRESS	
----------------	--

STREET ADDRESS	
----------------	--

TELEPHONE NUMBER	CODE		NUMBER	
------------------	------	--	--------	--

CELLPHONE NUMBER	
------------------	--

E-MAIL ADDRESS	
----------------	--

VAT REGISTRATION NUMBER	
----------------------------	--

SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	
-------------------------------	----------------------------------	--	----	--	--

B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ Yes ☐ No
--	--	--	---

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

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
--	--	---	--

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO

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

SBD1

PART B - TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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

DATE:

SABS

NEC4 Engineering & Construction Contract (ECC4)

Between **SOUTH AFRICAN BUREAU OF STANDARDS**

An entity established in terms of section 2 of the
Standards Act No, 1945 (Act No. 24 of 1945),
continuing to exist in terms of section 3 of the
Standards Act, 2008 (Act No. 8 of 2008) herein
represented by _____

in her capacity as _____

(hereinafter referred to as "the SABS")

(the *Client*)

and [Insert *Contractor's* registered name at award stage]

Reg No. _____

(the *Contractor*)

for THE APPOINTMENT OF A REPUTABLE SERVICE PROVIDER FOR THE DESIGN,
DEVELOPMENT, IMPLEMENTATION, AND SUPPORT OF A MODERN, INTEGRATED
DIGITAL PLATFORM TO REPLACE SABSTAN FOR THE DEVELOPMENT AND
PUBLICATION OF STANDARDS AT THE SOUTH AFRICAN BUREAU OF STANDARDS.

(the *works*)

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Contract No. _____

Prepared By: Programme Management Office

Part C1: Agreements and Contract Data

C1.1 Form of Offer and Acceptance

Offer

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

THE APPOINTMENT OF A REPUTABLE SERVICE PROVIDER FOR THE DESIGN, DEVELOPMENT, IMPLEMENTATION, AND SUPPORT OF A MODERN, INTEGRATED DIGITAL PLATFORM TO REPLACE SABSTAN FOR THE DEVELOPMENT AND PUBLICATION OF STANDARDS AT THE SOUTH AFRICAN BUREAU OF STANDARDS.

The tenderer, identified in the Offer signature block, has examined the documents listed in the Tender Data and addenda thereto and by submitting this Offer has accepted the Conditions of Tender¹.

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

Option A,	The offered total of the Prices exclusive of VAT is		R
	Value Added Tax @ 15% is		R
	The offered total of the Prices inclusive of VAT is ²		R
	(in words)		

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

Signature(s)		
Name(s)		
Capacity		
For the tenderer:	(Insert name and address of organization)	
Name & signature of witness	Date	

¹ Conditions of Tender are those included in SANS 10845-3 2015 available from <https://store.sabs.co.za>

² This total is required by the *Client* for budgeting purposes only. Actual amounts due will be assessed in terms of the *conditions of contract*.

Acceptance

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

The terms of the contract, are contained in:

Part C1	Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
Part C2	Pricing Data
Part C3	Scope of Work
Part C4	Site Information

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

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

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

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

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

Signature(s)				
Name(s)				
Capacity				
for the Client	<i>(Insert name and address of organization)</i>			
Name & signature of witness			Date	

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

Schedule of Deviations to be completed by the *Client* prior to contract award

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		
6		
7		

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

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

	For the tenderer:	For the <i>Client</i>
Signature		
Name		
Capacity		
On behalf of	(Insert name and address of organisation)	(Insert name and address of organisation)
Name & signature of witness		
Date		

C1.2 ECC4 Contract Data

Part one - Data provided by the *Client*

Please read the relevant clauses in the conditions of contract before you enter data. The number of the clause which requires the data is shown in the left-hand column for each statement however other clauses may also use the same data.

Boxes like this are used to denote where data is inserted

Where appropriate dashes like this _____ are also used. **Double click** on the dash to enter the required data.

In the left-hand column where a note begins with the word, "If -----", either complete the data and delete the note if the option applies, or delete the note and the rows of data relevant to that note if the option has not been selected.]

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

Data for the Core Clauses

Clause number

Identified statement and data

11.1

The *conditions of contract* are the core clauses and the clauses for the following main Option, the Option for resolving and avoiding disputes and secondary Options of the NEC4 Engineering and Construction Contract, June 2017 with amendments October 2020.

Main Option

A: Priced contract with activity schedule

Option for resolving and avoiding disputes

W1: Dispute resolution procedure

Secondary Options

X1: Price adjustment for inflation

X5: Sectional Completion

Delete rows not used

X7: Delay damages

X9: Transfer of rights

X15: Limitation of *Contractor's* liability for design to reasonable skill and care

X16: Retention

X17: Low performance damages

Tab for more rows

X18: Limitation of liability

X20: Key performance indicators

Z: Additional conditions of contract

11.2(15)

The *works* are

THE APPOINTMENT OF A REPUTABLE SERVICE PROVIDER FOR THE DESIGN, DEVELOPMENT, IMPLEMENTATION, AND SUPPORT OF A MODERN,

**INTEGRATED DIGITAL PLATFORM TO REPLACE
SABSTAN FOR THE DEVELOPMENT AND PUBLICATION
OF STANDARDS AT THE SOUTH AFRICAN BUREAU OF
STANDARDS.**

10.1

The *Client* is

Name

**SOUTH AFRICAN BUREAU OF
STANDARDS**

SABS was established in terms of the Standards Act 1945, (Act no. 24 of 1945) and operates in terms of the current edition of the Standards Act, 2008 (Act no.8 of 2008)

Address for communications

**Registered office at 1 Dr Lategan
Road, Groen Kloof, Pretoria 0027.**

Address for electronic communications

TBA

10.1

The *Project Manager* is

Name

TBA

Address for communications

TBA

Address for electronic communications

TBA

10.1

The *Supervisor* is

Name

TBA

Address for communications

TBA

Address for electronic communications

TBA

11.2(16)

The Scope is in

Part 3: Scope of Work and all documents and drawings to which it refers including the RFP document

11.2(18)

The Site
Information is in

Part 4: Site Information and all documents and drawings to which it refers.

11.2(17)

The *boundaries of the site* are

1 Dr Lategan Road, Groen Kloof , Pretoria
0027, including SABS regional offices

13.1

The *language of the contract* is

English

12.2 The *law of the contract* is the law of

the Republic of South Africa

13.3 The *period for reply* is

7 working days	except that
Early warnings	is 7 working days
Compensation event	Is 7 working days
Defects notification	Is 3 working days

- The *period for reply* for
- The *period for reply* for
-

15.2 The following matters will be included in the Early Warning Register

1. All risks associated with the projects. 2. Compensation Events 3. All project issues 4. Early warning.
--

15.2 Early warning meetings are to be held at intervals no longer than

7 days

25.3 The *key dates and conditions* to be met are:

	<i>condition to be met</i>	<i>key date</i>
(1)	Project milestones	Approved Baseline program- to be finalised two weeks after contract signoff
(2)	Completion Date of Phase 1	TBD
(3)	Completion Date of Phase 1	TBD

31.2 The *starting date* is

TBA

30.1 The *access dates* are:

TBA

part of the Site *date*

(1)	Systems access for assessments, design and development	TBA
(2)		
(3)		

32.2 The *Contractor* submits revised programmes at intervals no longer than

30 days

11.2(2) & 11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	TBD during the contracting period
35.1	The <i>Client</i> willing to take over the <i>works</i> before the Completion Date.	Phase 1 Phase 2
31.1	The period after the Contract Date within which the <i>Contractor</i> is to submit a first programme for acceptance is	14 working days
40.2	The period after the Contract Date within which the <i>Contractor</i> is to submit a quality policy statement and quality plan is	14 working days
43.1 & 43.2	The period between Completion of the whole of the <i>works</i> and the <i>defects date</i> is	26 weeks per phase.
44.2	The <i>defect correction period</i> is	5 working days except that
	The <i>defect correction period</i> for	Defects impacting operations is 2 working days
51.1	The <i>currency of the contract</i> is the	South African Rands
50.1	The <i>assessment interval</i> is	Monthly
51.4	The <i>interest rate</i> is	Prime Bank Lending Rate (not less than 2) above the
	repo rate of the South African Reserve Bank rate of the	South African Reserve Bank (bank)
51.2	The period within which payments are made is	30 working days
60.1(13)	The place where weather is to be recorded is	N/A
60.1(13)	The <i>weather measurements</i> to be recorded for each calendar month are	- the cumulative rainfall (mm) - the number of days with rainfall more than 10 mm

- the number of days with minimum air temperature less than 0 degrees Celsius
 - the number of days with snow lying at 09:00 hours South African Time
- and these measurements

N/A	
N/A	
The <i>weather measurements</i> are supplied by	N/A

60.1(13)

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

and which are available from:

N/A
the South African Weather Bureau and included in Annexure A to this Contract Data provided by the <i>Client</i> .

60.1(13)

Where no recorded data are available, assumed values for the ten-year return *weather data* for each *weather measurement* for each calendar month are:

stated in Annexure A to this Contract Data provided by the <i>Client</i> .
--

60.1(21)

These are additional compensation events

(1)	None
(2)	
(3)	

80.1

These are additional *Client's* liabilities

(1)	None
(2)	
(3)	

Data for the main Option clauses (choose one main Option and delete the others)

If the Option is used, complete the data required. If the Option is NOT used, delete the heading and the rows of data.

Clause number Identified statement and data

Data for Option A Priced contract with activity schedule

63.12 The *value engineering percentage* is 50%, unless another percentage is stated here, in which case it is 50 %

If Option W1 is used

W1.1(1) The *Senior Representatives of the Client* are

Name (1)	TBA
Address for communications	
Address for electronic communications	
Name (2)	
Address for communications	TBA
Address for electronic communications	

W1.2	The <i>Adjudicator</i> is (Name) [It is always preferable to name the <i>Adjudicator</i> at time of award. If this can be done delete this data and insert the name and contact details below.] Address for communications Address for electronic communications The <i>Adjudicator nominating body</i> is:	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za) South Africa TBA the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the London Institution of Civil Engineers. (See www.ice-sa.org.za) or its successor body.
------	---	---

W1.1 The number of members of the Dispute Avoidance Board is Four

W1.1

The *Client's* nomination for the Dispute Avoidance Board is

Name:

Joseph

Address for electronic communications

The Dispute Avoidance Board visit the Site at intervals no longer than months

The *Dispute Avoidance Board nominating body* is

TBD

Data for the secondary Option clauses (delete Options not chosen)

If the Option is used, complete the data required. If the Option is NOT used, delete the heading and the rows of data.

Clause number

Identified statement and data

X5: Sectional Completion

11.2(3) & X5.1

The *completion date* for each *section* of the *works* is

<i>section</i>	<i>description</i>	<i>completion date</i>
(1)	Phase 1	In line with approved baseline schedule
(2)	Phase 2	In line with approved baseline schedule

X7: Delay damages if Option X7 is used without Option X5

X7.1 & 11.2(3)

Delay damages for Completion of the whole of the *works* are per day

X7: Delay damages if Option X7 is used together with Option X5

X7.1 & X5.1

Delay damages for each *section* of the *works* are

<i>section</i>	<i>description</i>	<i>amount per day</i>
(1)	Phase 1	R 0.1%
(2)	Phase 2	R 0.1%
(3)		R
(4)		R
The delay damages for the remainder of the <i>works</i> are		R

The total delay damages payable by the Contractor for O&M Services does not exceed: **Not exceeding 10% of the total of the Prices for each phase at 0.1% per day**

r

X10: Information modelling

X10.4(1) If no *information execution plan* is identified in part two of the Contract Data,

The period after the Contract Date within which the *Contractor* is to submit a first Information Execution Plan for acceptance is

14 working days

The minimum amount of insurance cover for claims made against the *Contractor* arising out of its failure to use reasonable skill and care normally used by professionals providing information similar to the Project Information is, in respect of each claim

The contract value

The period following Completion of the whole of the *works* or earlier termination for which the *Contractor* maintains insurance for claims made against it arising out of its failure to use the skill and care is

26 weeks

X11: Termination by the *Client*

As per clause 90 of NEC4 ECC

X15: The *Contractor's* design

X15.4

The *period for retention* following Completion of the whole of the *works* or earlier termination is

26 weeks

X15.5

The minimum amount of insurance cover for claims made against the *Contractor* arising out of its failure to use the skill and care normally used by professionals designing works similar to the *works* is, in respect of each claim,

Tender Value

X15.5

The period following Completion of the whole of the *works* or earlier termination for which the *Contractor* maintains insurance for claims made against it arising out of its failure to use the skill and care is

26 weeks

X16 Retention (not used with Option F)

X16.1

The *retention free amount* is

TBD based on the accepted tender offer

X16.1

The *retention percentage* is

____10__ %

X18: Limitation of liability

X18.2

The *Contractor's* liability to the *Client* for indirect or consequential loss is limited to:

The contract value

X18.3	For any one event, the <i>Contractor's</i> liability to the <i>Client</i> for loss of or damage to the <i>Client's</i> property is limited to:	The loss of the value of the property.
X18.4	The <i>Contractor's</i> liability for Defects due to his design which are not listed on the Defects Certificate is limited to	The costs of redesigning and the value of the completion of the redoing of the work.
X18.5	The <i>Contractor's</i> total liability to the <i>Client</i> for all matters arising under or in connection with this contract, other than excluded matters, is limited to:	The entire value of the contract.
X18.6	The <i>end of liability date</i> is 5 years after Completion of the whole of the <i>works</i>	

Z	The <i>Additional conditions of contract</i> are	Z1 to Z7 always apply.
----------	---	-------------------------------

Z1 Change of Broad Based Black Economic Empowerment (B-BBEE) status

- Z1.1 Where a change in the *Contractor's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Contractor's* B-BBEE status, the *Contractor* notifies the *Client* within seven days of the change.
- Z1.2 The *Contractor* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Project Manager* within thirty days of the notification or as otherwise instructed by the *Project Manager*.
- Z1.3 Where, as a result, the *Contractor's* B-BBEE status has decreased since the Contract Date the *Client* may either re-negotiate this contract or alternatively, terminate the *Contractor's* obligation to Provide the Works.

Z2 Confidentiality

- Z2.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time). Should the *Contractor* disclose information to Others in terms of clause 25.1, the *Contractor* ensures that the provisions of this clause are complied with by the recipient.

- Z2.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Project Manager*.
- Z2.3 In the event that the *Contractor* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Contractor*, to the extent permitted by law prior to disclosure, notifies the *Client* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Contractor* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
- Z2.4 The taking of images (whether photographs, video footage or otherwise) of the *works* or any portion thereof, in the course of Providing the Works and after Completion, requires the prior written consent of the *Project Manager*. All rights in and to all such images vests exclusively in the *Client*.
- Z2.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause. POPIA shall apply to all work performed by subcontractors, where relevant.

Z3 Addition to secondary Option X7 Delay damages (if applicable in this contract)

- Z3.1 Termination clause 91, R11 should also be read to include the scenario where the amount due and owing by the *Contractor* for delayed damages reaches the maximum percentage

Z5 IMPLEMENTATION OF MODULES

14.1 The implementation and completion of modules will be based on as an when budget is made available. Formal written instruction to proceed with a module will be issued by the Client's project manager prior to starting any work on a module. No work on a module shall proceed without the project manager's written consent

Z.6 OCCUPATIONAL HEALTH AND SAFETY

- Z16.1. The parties hereby agree that the provision of Section 37(2) of the Occupational Health and Safety Act, Act No. 85 of 1993 and its regulations (henceforth referred to as the OHS Act), shall apply to the Service Provider.
- Z16.2. SABS shall not be responsible nor liable for the actions or inaction's whatsoever in contravention of the OHS Act taken by the employees of the Service Provider, in the fulfilment of the Services undertaken by the Service Provider.

Z16.3. As an employer, you, the Service Provider is obliged to comply with all the provisions of the OHS Act while on the premises of the SABS, the Service Provider shall also be required to comply with the conditions and safety procedures of SABS.

Z16.4. SABS hereby reserves the right to cause all work undertaken by the Service Provider, that is in contravention of the OHS Act and that has come to the attention of the SABS to cease, until satisfied that such contravention has been rectified. Non-compliance to the SABS arrangements and procedures will adversely affect future contracts, while serious non-compliance may lead to immediate expulsion from the premises.

Z.7 PROPRIETARY RIGHTS

Addition to Optional clause X9 to read as below:

7.1 All Intellectual Property owned by the Parties prior to entering into this Agreement shall remain proprietary owned by such Party. All Intellectual Property developed for the SABS or on the SABS' instruction, as part of this Agreement, including all documentation for this Agreement, shall be proprietary owned by the SABS and the Service Provider undertakes to sign any documentation required to affect such recordal of ownership.

7.2 The Service Provider grants the SABS a perpetual, royalty-free, non-exclusive, worldwide license to use any Background Intellectual Property embedded in the deliverables of the Agreement.

7.3 The Service Provider has the right to the use and the benefit of the documentation produced for the sole purpose of its intended use during its performance of the Services, subject to compliance with the terms and conditions of this Agreement. Upon termination of this Agreement, all such records or documents, including copies thereof, shall be left with the SABS or, in so far as they are in possession of the Service Provider, the same shall be handed over to the SABS or shall be destroyed at the SABS' written request.

7.4 The Parties hereby acknowledge the other's Intellectual Property rights and undertake to one another that they shall not challenge those rights and shall do all things necessary to ensure that the Intellectual Property of the other remains preserved.

7.5 The provision of this clause shall survive the termination of this Agreement.

Z8. DATA PROTECTION

8.1 Each Party to this Agreement undertakes to, and shall procure that any of its data operators, agents and contractors comply with the relevant and applicable Data Protection Legislation, and all other applicable data protection legislation and regulations in connection with the performance of its obligations and exercise of its rights under this Agreement.

8.2 Without prejudice to the generality of Clause 8.1, with respect to any processing of Personal Information under

this Agreement, each Party to this Agreement shall take appropriate technical and organisational security measures against unauthorised or unlawful processing of Personal Information supplied to it by another Party to this Agreement, and against accidental loss or destruction of, or damage to, that Personal Information in accordance with Condition Seven as set out in the Protection of Personal Information Act 4 of 2013.

8.3 Each Party to this Agreement undertakes:

- 8.3.1 to obtain the relevant consent as prescribed within the Protection of Personal Information Act 4 of 2013;
- 8.3.2 to treat the Personal Information as confidential information in accordance with this Agreement;
- 8.3.3 not to use, or knowingly permit any third Party to use, or have access to, the Personal Information for any purpose other than as is expressly permitted by this Agreement; and
- 8.3.4 that it shall not use the Personal Information held by it pursuant to this Agreement, for any purpose that is inconsistent with those purposes notified to the relevant data subject, on or before the time of collection of that Personal Information.

8.4 Each Party shall promptly inform the other of any actual or suspected unauthorised access, use or other abuse of the Personal Information and/or any information technology systems relating thereto ("Unauthorised Use") of which it or any of its contractors becomes aware.

8.5 Each Party shall at its own cost provide at the other Party's request all reasonable assistance to the requesting Party in relation to the preparation and presentation of the relevant information to the Regulator, or as otherwise required by the applicable legislation for the purpose of prosecuting those individuals responsible for an incident of Unauthorised Use for any legal actions that the requesting Party may bring against third Parties responsible for an incident of Unauthorised Use or to co-operate with any inquiry from any regulator or authority.

C1.2 Contract Data

Part 2 – Data provided by the *Contractor*.

Please read both the NEC4 Engineering and Construction Contract (June 2017) and the relevant parts of its User Guide "Preparing an Engineering and Construction Contract" (ECC4-Prep)³ in order to understand the implications of this Data which the tenderer is required to complete. A discussion about completing the Data is provided on pages 4 to 39 of the User Guide.

The number of the clause which requires the data is shown in the left-hand column for each statement however other clauses may also use the same data.

Boxes like this are used to denote where data is inserted

Where appropriate dashes like this _____ are also used. **Double click** on the dash to enter the required data.

³ Available from ECS Associates (Pty) Ltd Tel 011 803 3008, or see www.ecs.co.za

In the left-hand column where a note begins, "If _____" either complete the data and delete the note if the option applies or delete the note and the rows of data relevant to that note if the option has not been selected.

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

Data for the Core Clauses

<u>Clause number</u>	<u>Identified statement and data</u>
10.1	The <i>Contractor</i> is Name Address for communications Address for electronic communications
11.2(10) & 52.1	The <i>fee percentage</i> is %
11.2(20) & 16.3	The <i>working areas</i> are the Site and
24.1	The <i>key persons</i> are Name (1) Job Responsibilities Qualifications Experience Name (2) Job Responsibilities Qualifications Experience
11.2(8)	The following matters will be included in the Early Warning Register:

If the *Contractor* is to provide Scope for its design

11.2(16) and 21.1 The Scope provided by the *Contractor* for its design is in

If a programme is to be identified in the Contract Data

31.1 The programme identified in Contract Data is

If the *Contractor* is to decide the *completion date* for the whole of the works

11.2(3) The *completion date* for the whole of the works

If the Option is used, complete the data required. If the Option is NOT used, delete the heading and the rows of data.

Clause number

Identified statement and data

Option A priced contract with activity schedule

11.2(21) The *activity schedule* is in

The tendered total of the Prices excluding VAT is

Data for resolving and avoiding disputes.

If the Option is used, complete the data required. If the Option is NOT used, delete the heading and the rows of data.

the Chairman for the time being or his nominee of the Association of Arbitrators
(Southern Africa) or its successor body.

Complete the data required for the Option chosen below and delete the heading and the rows of data for the Option not chosen.

If Option W1 is used

W1.1(1) The *Senior Representatives* of the *Client* are

Name (1)

Address for communications

Address for electronic
communications

Name (2)

Address for communications

Address for electronic
communications

W1.2

The *Adjudicator* is (Name)
[It is always preferable to name the *Adjudicator*
at time of award. If this can be done delete this
data and insert the name and contact details
below.]

the person selected from the ICE-SA
Division (or its successor body) of the South
African Institution of Civil Engineering Panel
of Adjudicators by the Party intending to
refer a dispute to him. (see [www.ice-
sa.org.za](http://www.ice-sa.org.za))

Address for communications

Address for electronic
communications

The *Adjudicator nominating body* is:

the Chairman of ICE-SA a joint Division of
the South African Institution of Civil
Engineering and the London Institution of
Civil Engineers. (See www.ice-sa.org.za) or
its successor body.

Data for Short Schedule of Cost Components (only used with Options A or B otherwise delete)

11.2(28) and SSCC 11 The *people rates* are

Category of person	unit	rate

SSCC 21 The published list of Equipment is the edition current at the Contract Date of the list published by

 The percentage for adjustment for Equipment in the published list is

	% (state plus or minus)

SSCC 22 The rates for other Equipment are

Equipment rate

SSCC 61 The rates for Defined Cost of manufacture and fabrication outside the Working Areas by the Contractor are

Category of person	rate

SSCC 71 The rates for Defined Cost of design outside the Working Areas are

Category of person	rate

SSCC 72 The categories of design people whose travelling expenses to and from the Working Areas are included in Defined Cost are

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Part C2 Pricing Data

C2.1 Pricing assumptions Option A

How work is priced and assessed for payment

Clause 11 in NEC4 Engineering and Construction Contract, (ECC4) Option A states:

Identified and defined terms	11	
	11.2	(21) The Activity Schedule is the <i>activity schedule</i> unless later changed in accordance with this contract.
		(29) The Price for Work Done to Date is the total of the Prices for each group of completed activities and each completed activity which is not in a group.
		A completed activity is one without notified Defects the correction of which will delay following work.
		(32) The Prices are the lump sum prices for each of the activities on the Activity Schedule unless later changed in accordance with the contract.

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

Function of the Activity Schedule

Clause 55.1 in Option A states: “Information in the Activity Schedule is not Scope or Site Information”. This confirms that specifications and descriptions of the work or any constraints on how it is to be done are not included in the Activity Schedule but in the Scope. This is further confirmed by Clause 20.1 which states, “The *Contractor* Provides the Works in accordance with the Scope”. Hence the *Contractor* does **not** Provide the Works in accordance with the Activity Schedule. The Activity Schedule is only a pricing document.

Link to the programme

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

Preparing the activity schedule

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

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

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

- Has taken account of the guidance given in the “NEC4 User Guide Preparing an Engineering and Construction Contract Volume 2” page 84.
- Understands the function of the Activity Schedule and how work is priced and paid for;
- Is aware of the need to link the Activity Schedule to activities shown on its programme;
- Has listed and priced activities in the *activity schedule* which are inclusive of everything necessary and incidental to Providing the Works in accordance with the Scope, as it was at the time of tender, as well as correct any Defects not caused by a *Clients* risk;
- Has priced work he decides not to show as a separate activity within the Prices of other listed activities in order to fulfil the obligation to complete the *works* for the tendered total of the Prices.
- Understands there is no adjustment to the lump sum Activity Schedule price if the amount, or quantity, of work within that activity later turns out to be different to that which the *Contractor* estimated at time of tender. The only basis for a change to the Prices is as a result of a compensation event.

The contractor shall structure the activity schedule fees as per the below table. The total cost per stage shall be equal to the % indicated on the table below. Example. The total cost for stage 1, shall amount to 3% of the total contract value per module.

System development Cost Breakdown Structure per Module	Portion of Fees
Stage 1: Inception (Assessment, Surveys and Scope Definition)	3%
Stage 2 : Concept and Viability (Concept Design/Preliminary Architecture)	3%
Stage 3 : Design Development	7%
Stage 4 : Execution – Build and deployment	45 %
Stage 5 : Testing and commissioning	20%
Stage 6: Training and Change Management	5%
Stage 7 : Closure and Handover	17%
	100% = total contract value – per module

[illegible]

The contractor shall submit with the bid documents as part of this contract pricing for support and maintenance, failure to include support and maintenance costs as part of this contract shall results into the bidders' disqualifications.

Document reference	Title	No of pages
	This cover page	1
C3.1	<i>Client's Works Information</i>	
C3.2	<i>Contractor's Works Information</i>	
	Total number of pages	

C3.1: CLIENT'S WORKS INFORMATION

1 Description of the *works*

1.1 Executive overview

The contractor shall provide end-to-end services, including survey & design, Integration & Testing, Engineering, optimization, Training Operation, and Maintenance to guarantee the project is delivered in a best practice of industry to achieve the required objectives of efficient and rapid incident management operation. This section includes project delivery approach of each phase.

The work shall include, but not limited to:

- Survey and assessment
- Scope definition
- Detailed design
- Project Management
- Build and Deployment
- Testing & Commissioning
- Training and change management
- Support and maintenance

Detailed Design

Planning and design shall be required to specify the system design scheme, providing guideline for subsequent implementation. Planning and design focus on business planning, site survey, and Detailed Design functions. The Bidder shall get approval on the submitted designs before commencing the required work.

Specification Requirements

The analysis, design development, implementation, test and commissioning, deployment and training shall be carried out in line with the business requirements specifications outlined in the RFP documents

Project Management

Once awarded the contract, Contractor shall set up a Project Management Team (PMT) headed by a Project Manager (PM). The PM will oversee the works in maintaining high engineering quality, optimal engineering costs as well as the project timelines.

The Project Management Team, under the leadership of the Project Manager, shall coordinate and collate with all kinds of resources in the company in accordance with the project scale and the project schedule. After contracting the bidder shall submit details of the project milestones and plans for the detailed schedule until

they are studied by Architecture and representatives of SABS, and it must provide these details within two weeks of signing the Contract.

The bidder shall provide tables showing all activities of planned work to complete the project or for support, with an indication of the period for each activity and logical relationship with each other as well as any possible risks. The Contractor shall get approval from SABS on the submitted project plan before commencing the work. The Contractor shall have qualified support personnel for the modules that they are bidding for.

Training

Training is a major component of this contract inclusive of support. It shall begin in the early stages of implementation and shall be a continuous process until all systems are fully operational and. The bidder shall work together with the internal training and change management team to develop a comprehensive Training Program for management, operational, maintenance, and support personnel. This shall include preparation of a formal training program catalogue that shall be used to create appropriate learning and knowledge transfer paths.

The Training Program shall provide extensive knowledge related activities and training to prepare the users for the transition and migration to the modules and ensure that optimal performance is achieved for all existing, enhanced, or new roles resulting from the delivery of the new capabilities of this project.

Training on the system

The bidder shall work with the internal training team to prepare manufacturers specialized training program for the number of which will be determined by SABS schedules, maintenance, SOPs/FAQ and functional and technical team for training on the system after implementation until they are able to operate and maintain the system efficiently.

Support and Maintenance

The Services provided under the support and maintenance are Call Centre Support, Technical Services Support including Integration Services and Consulting Services.

There shall be a quarterly SLA performance and other enhancement progress reporting at the Client offices.

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

- System Patching and Upgrades (including the imbedded integration, Enterprise Services Bus (ESB) components major release upgrades)
- Monthly application performance monitoring and reporting
- On-site support and transfer of skills.
- Remote Support assistance using Remote Desktop and a Virtual Private Network as and when the client sees fit.

- Daily, Weekly, Monthly, Quarterly and yearly system health checks.
- Monthly incident reporting
- Managed telephone support during Business and after Hours (Service Desk)
- Monitored email support during Business Hours (Service Desk)
- Logging of all System related queries and requests
- Service Desk Support will be limited to questions, quick references, logging of fault reports and requests for services only.
- All Legislative changes required.
- Monthly transactional reporting
- Daily End User Application Support
- Super User and End User Training
- Major release upgrade for the ESB components are covered as part of the maintenance
- System configuration services
- System configuration services
- Security Compliance
- Planned or Emergency Onsite assistance are part of maintenance
- Disaster Recovery Plan – Ensure the system can replicate and achieve the Recovery time objective and recovery point objective as defined by the client

As- And-When required professional service

- Professional Services for the Planning, Delivery, Implementation and Support in line with service rate card
- All resources will report to and managed by the department of Information and Communication Technology
- Appointed with a proper defined scope of work with deliverables inclusive of transfer of skills

Imbedded Integration Services (ESB)

- Support, Maintenance, Upgrade and Transfer of skills for all the interface deployed.
- Inclusive of licenses of environment – enterprise licenses
- Professional service rate card will be used for new integration requirements
- The Integration database will be checked daily for capacity issues and any fine tuning required and/or optimisations needed.
- Provision for Security Patches and releases and minor upgrades will be done monthly and provision for with no limitation on as and when upgrades and patches are required.
- Transactional reports will be done monthly as well as capacity reports and any SLA statistics required along with inputs into the monthly SLA reporting process.

- Skills transfer and on job training to be provided to the SABS resources.
- Tis resources must be capable to support and maintain the full implementation of the ESB.

Service Desk Support

All service will be logged be logged by the SABS's Service desk personnel using the service desks solution.

Access to the environment may be provided to the service providers to view incidents relating to them

This will include:

- User knowledge related queries
- Requests logged for Consulting Services
- Requests logged for training request
- Fault reporting
- Software enhancement requests
- Change requests
- All communication such as general information and notices of Revisions and Releases
- Ordering of consumables (e.g. manuals). Electronic copies of manuals will be provided

Incident Severity and Response Resolution Times

Incident Severity and Response Resolution Times

- Onsite assistance guaranteed on any day any time of the week
- **Response Time:** Time taken by the Service Provider to attend to the call or contact the Customer for more information.
- **Resolution Time:** Time taken by Service Provider to resolve the call, i.e. system function restored, program fix supplied, or practical workaround identified.

Severity	Response Time	Resolution Time
Severity 1	High Priority 1	1 Hour 8 Hours
Severity 2	High to Medium Priority	24 Hours 48 Hours
Severity 3	Medium Priority 24 Hours 4 Working Days	24 Hours 4 Working Days
Severity 4	Low Priority	48 Hours When Scheduled timelines will be provided

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

Incident Severity Definitions

Severity Level	General description	Criteria / Examples
Severity-1 (High Priority)	Service not available– Customer Business System failure	End User Device (EUD) Service not available –This severity indicates a major incident with serious impact on the

	impacting	Customer's business affecting all users. This is used to highlight incidents requiring immediate attention as in an emergency. All incidents registered at this level must take precedence over all others. It is used sparingly and could match one of the following criteria: Non-availability of the System
Severity-2 (Medium to High Priority)	Critical Business Impact - Business Systems Failure - Business Functional Services Unavailable or Mal Functioning	This is used to identify to the recipient of the Incident that the call is impacting on the business in a significant way. If an incident is logged at this level the recipient should attend to the Incident as soon as possible. This indicator is used in the following cases: - Partial users of certain system functions are affected but not all system functions - An Important component of a Business system has failed
Severity-3 (Medium Priority)	Customer Business system failure impacting only certain business functions, areas or locations	This indicates that the incident is affecting a single function or has a medium impact to the business. The indicator is used in the following cases: Less critical Incidents affecting certain less critical functional system performance
Severity-4 (Low priority) Minor Business	Impact - individual Incidents, where a	This severity is used to identify any incident, which

	mal functioning of a service	has minor business impact. This indicator is used in the following cases: • Non-business impacting Incidents • Changes to documents, processes etc. • Auto-logged Incidents - Warning detected via monitoring. • Product adjustment may be implemented in future releases
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Service Provider Responsibilities under the Maintenance and Support Contract

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

Application and Technical Support to ICT

- Services in terms of Application and Technical Support to the ICT Application and Technical Support staff and End Users will be provided as following:

Maintain User and Training Manuals

- Create a Training Competency Plan with imbedded KPI's and Performance Matrix, to be agreed by SABS team upfront
- Train SABS ICT Staff and End Users based on the Training Plan as and when required
- Provide assistance with the ITIL Cab Process
- Attend meetings as and when required
- Maintain the SABS APM and OPS Manuals
- Maintain a performance dashboard and attend SLA meetings

i. 3rd Level Support

- 3rd Level Support shall entail the call being referred to the developers of the Software.
- This escalation will normally occur if the query is a Software modification, error or enhancement request.

ii. Roles and Responsibilities

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

Role	Responsibilities
Systems Engineer /DBA	The role involves setting up, administering, maintaining and upgrading databases for an

	organization. DBA are also responsible for security, data storage and disaster recovery strategies.
Technical Support	Solving the problems of business, supporting, monitoring and maintaining workplace technology and responding to users' requests for service. May require professionals with specific experience and knowledge. (Service Provider)
Solutions Architect	Is responsible for the design of one or more applications or services within an organisation and is typically part of a solution development team. He or she must have a balanced mix of technical and business skills and will often work with an enterprise architect for strategic direction.
Functional Support	Provide functional support to guide the specific use of specific applications. Configures systems according to business needs and helps develop processes to manage the day-to-day functioning of a program or system.
Developer	The role of a developer includes developing new modules/function or enhancing the existing modules based on approved user requirements